Australian Government
Department of Agriculture, Water and the Environment

PDR:

Minute to Nicola Hinder

REQUIREMENT TO PARTICIPATE IN RESIDUE MONITORING PROGRAM TO SUPPORT CERTIFICATION FOR FOODS OF ANIMAL ORIGIN

Action: For Decision

Through: Anna Somerville, Tom Black, Jason Lucas

Critical date: [10/02/2022]

Reason for timing: Residue monitoring plans due to European Commission by 31 March 2022. There is also an opportunity to raise the issue at the next FERSC meeting on 15 February 2022.

No.	Recommendations	Status [delete options that do not apply]
1	That you agree that participation in a residue monitoring program is required to demonstrate compliance with requirements of Australian export legislation in relation to residues and contaminants	Agreed/Not agreed Signed/Not signed

FAS's signature: _____ Date: /02/2022

Comments: _____

_____

_____

_____

Clearing officer

Anna Somerville Assistant Secretary

Export Standards Landline: 6272 5954 Mobile: s. 47F(1)

Contact officer (EL2 or above)

s. 47F(1) Director

Export Standards Landline: 627s. 47F(1) Mobile: s. 47F(1)

Key points

Exports and Veterinary Services Division is currently developing testing programs for various commodities requiring certification. Not all industries are covered by current testing programs. In

addition, for those industries with monitoring programs, not all industry members participate in the residue monitoring programs.

1. Your confirmation is sought regarding the necessity of participation in residue monitoring programs to support export health certification by the department for exports of foods of animal origin exports (i.e., meat, dairy, fish, eggs, honey). Monitoring programs include national programs, export sector programs, individual exporter or individual consignment testing.
2. For some products such as meat and poultry, the requirement for exporters to participate in residue monitoring programs is clear in the relevant Australian standards or legislation. For other products such as game meats, eggs, milk, honey and seafood, the requirements are less specific.
3. A clear statement is desirable to facilitate internal discussions and operations, as well as discussions with industry and state regulators, to require participation in national residue monitoring programs where relevant.
4. Currently there is no formal requirement for participation in a recognised monitoring program in the Export Control Rules (other than for poultry through AS4465). The department currently relies on the cooperation of industry.
5. In 2014, a previous FAS, Greg Read, confirmed the general policy that participation in a monitoring program is needed to enable department to provide certification, see Minute dated 24 March 2014. The policy position was then applied to aquaculture fish programs.

Domestic requirements

6. The national registration scheme is a partnership between the federal and state and territory governments. The Australian Pesticides and Veterinary Medicines Authority (APVMA) registers pesticides and veterinary medicines for use in Australia with the state and territory governments responsible for control-of-use functions. Verification of the system is through regular residue monitoring activities. For over 20 years the National Residue Survey (NRS) has been the primary source of monitoring results used to verify the ongoing performance of the national registration scheme. However, not all commodities are included in national programs.
7. Under the Food Standards Code, the Primary Production and Processing Standards for meat, poultry, seafood, eggs and dairy require producers to take all reasonable measures to ensure that inputs do not adversely affect the safety or suitability of products. Inputs includes any feed, litter, water (including recycled water), chemicals or other substances used in, or in connection with, the primary production or processing activity.
8. State and territory laws require compliance with:

AS 4464:2007 -- Hygienic Production of Wild Game Meat for Human Consumption
AS 4466:1998 -- Hygienic Production of Rabbit Meat for Human Consumption
AS 4467:1998 -- Hygienic Production of Crocodile Meat for Human Consumption
AS 4696: 2007 -- Hygienic Production and Transportation of Meat and Meat Products for Human Consumption
AS 5010: 2001 -- Hygienic Production of Ratite Meat for Human Consumption

9. AS4696 requires (3.12) “The meat business complies with surveillance (targeted), sampling, monitoring and testing programs applying to that business that are endorsed by the relevant Council of the Commonwealth, state or territory ministers; or are programs that the controlling authority requires the meat business to comply with for the purposes of this provision. AS4464 (wild game meat) contains similar provisions.
10. AS4465 states residue compliance of poultry meat produced at poultry meat processing premises is based on participation in the National Residue Survey.

Export requirements

11. The Export Control Rules also require compliance with various Australian standards, AS4696 in the case of meat and meat products, wild game, rabbit/ratite or AS4465 for poultry meat.

12. A general requirement for exported food of animal origin is that the food is wholesome, which equates to fit for human consumption and does not contain residues in excess of established limits. In the case of residues, evidence that food is produced under a system that ensures compliance is provided by participation in a recognised residue monitoring program (e.g., NRS programs, Australian Milk Residue Analysis survey for bovine milk).

13. Under the Export Control Act, producers applying for export certification must declare that importing country requirements will or have been met, and they must have reasonable grounds to make the declaration.

14. Most export certificates for meat and meat products have attestations stating the product is compliant with residue requirements or that the producer participates in a monitoring program. This is not the case for other commodities.

15. Regardless of whether residue monitoring or compliance is stated on export certificates, importing countries have legislated maximum residue limits that are expected to be complied with. Further, it can be reasonably expected that markets will formalise or introduce requirements for residue testing for more imported products.

Requiring industry participation in residue monitoring programs

16. Having a national residue program in place for additional commodities or testing arrangements for exports will help to manage reputational risk, benefit market access negotiations, and provide food safety assurance. Product processed for export is often sourced from the national “population” rather than an export market specific population. For example, all sheep in Australia are eligible for processing for export and should be included in any monitoring program.

17. Comparable countries such as New Zealand, Canada, United States, and member states of the European Union have national residue monitoring programs in place across multiple commodities.

18. Exporters could be compelled to participate in residue programs under the current rules. Participation in a monitoring program to verify compliance with residue requirements could be required to provide evidence the products being certified are ‘wholesome’ and provide exporters with sufficient grounds to claim that importing country requirements will be met.

19. Reasons to refuse a certificate under the Export Control Act include if a condition or disease is present in Australian territory that is likely to affect the acceptability of the meat or meat products to the importing country, or if the export could result in trade in the export of goods from Australian territory being adversely affected (meat, poultry meat, wild game meat, rabbit/ratite meat, milk, fish, eggs).

20. It seems, at least for products covered by AS4696 (meat) and AS4465 (poultry), the department could require those in the export sector to participate in NRS programs (AS4696 3.12 … The meat business complies with surveillance (targeted), sampling, monitoring and testing programs applying to that business that (b) are programs that the controlling authority requires the meat business to comply with for the purposes of this provision; AS4465 15.18 Residue compliance of poultry meat produced at poultry meat processing premises is based on participation in the National Residue Survey (NRS), Participation in any other residue programs as required by the controlling authority). This would benefit from a formal process, e.g. through a meat notice, industry notice or market advice.

21. For other products the general requirement to meet importing requirements could potentially be relied on. Conditions of Approved Arrangements could require participation in a departmentally recognised residue monitoring program. s. 47F(1) comment]

22. The Export Control Act provides for the secretary to make rules relevant to testing, and require testing of products that will be certified for export (62 Rules may make provision for and in relation

to government certificates; 68 Powers of Secretary in relation to an application for a government certificate, (e), (f)).

23. National programs are in place for beef, buffalo (farmed, wild), camel, deer (farmed, wild), donkey, goat, horse, kangaroo, pork, ratite (emu, ostrich), sheep, wild boar, chicken, duck, quail, spatchcock, turkey. National programs are also in place for aquaculture, wild-caught fish and bovine milk.
24. It would be worth approaching state regulators to canvas appetite for mandating participation in approved residue monitoring programs for certain products of animal origin where the national programs face difficulty in ensuring coverage of domestic processors.
25. Export programs are in place for eggs (EU-listed production only) and honey (mostly EU-listed production). s. 33(a)(iii)

Consultation

Identify who you have consulted, within and outside the department.

26. National Residue Survey (s. 47F(1)). Dairy, Fish and Eggs (s. 47F(1)), s. 47F(1) (honey), Tom Black (AS Residues and Food Safety Branch), Jason Lucas (AS Meat Exports Branch)

Attachments

A: Minute to Read requiring residue monitoring, and applying this for fish certification.

DEPARTMENT OF AGRICULTURE

Ref:

To: Greg Read for decision

BRIEFING TEMPLATE

Timing: 31 March 2014 to enable residue monitoring plans to be finalised and allow progress of discussions on funding options

Recommendation/s:

1. That you agree that participation in a residue monitoring program is required to demonstrate compliance with requirements of Australian export legislation in relation to residues and contaminants.

Agreed / ~~Not agreed~~

Signatory: s. 47F(1) Date: 24-3-14

Comments: Agree, difficult to certify without available residue survey program - keep at it!

Key Points:

1. Food Division is currently discussing funding options for future monitoring programs with industry. Not all industry participants are convinced that residue monitoring programs are required for the department to certify seafood exports.
2. Your confirmation regarding the necessity of such programs to support export health certification by the department for seafood exports is sought.
3. A clear statement is desirable to facilitate discussions with industry.
4. The *Export Control (Fish and Fish Products) Orders* 2005 includes the requirement to comply with the Australia New Zealand Food Standards Code and importing country requirements. It would be difficult to demonstrate compliance without providing residue monitoring data. This dictates the need for residue monitoring programs to enable the department to certify exports (see attachment A).

Ann McDonald
Export Standards Branch
24/03/2014

Contact Officer: s. 47F(1)
Residues and Microbiology Policy

ATTACHMENTS

A: Relevant parts of the *Export (Fish and Fish Products) Orders* 2005

Date Received:

Attachment A

Export Control (Fish and Fish Products) Orders 2005

Relevant parts of the Orders are copied below:

Part 1 Harvesting, sourcing, depurating, wet storage and killing

Division I Harvesting and sourcing fish

Presence of potentially harmful substances

1.1 Fish and fish products for export as food must not be sourced from or washed using water from areas where there are reasonable grounds to believe that any of the following are present and could result in unacceptable levels in the fish and fish products:

(a) potentially harmful pathogens; or

(b) potentially harmful substances such as pesticides, fungicides, heavy metals, natural toxicants or other contaminants.

Part 1 Product standards for fish, fish products and ingredients

Contaminants, natural toxicants, residues and food additives

1.1 Fish and fish products for export as food and their ingredients must not contain any of the following:

(a) a metal or non metal contaminant or a natural toxicant in excess of the maximum level specified for the contaminant or toxicant in the Food Standards Code;

(b) an agricultural or veterinary chemical in an amount that contravenes the requirements of the Food Standards Code;

(c) a food additive, processing aid, vitamin, mineral, added nutrient, other matter or substance in contravention of the applicable requirements of the Food Standards Code.

Note 1 For the meaning of ingredient see order 8. See further the meaning of unsafe in order 10 and the meaning of unsuitable in order 11.

Note 2 For contaminants and natural toxicants see Standard 1.4.1 and Standard 1.4.4 of the Food Standards Code. For histamines see Standard 2.2.3 of the Food Standards Code.

Note 3 For residues see Standard 1.4.2 of the Food Standards Code.

Note 4 For food additives see Standards 1.3.1 to 1.3.4 of the Food Standards Code.

1.2 Fish and fish products for export as food to a country and their ingredients need not comply with a requirement of subclause 1.1:

(a) as it applies to a contaminant or natural toxicant – if the importing country authority specifies a maximum level for the contaminant or natural toxicant for fish, fish products or ingredients of the kind concerned and the fish, fish products or ingredients concerned do not exceed that maximum level; and

(b) as it applies to an agricultural or veterinary chemical – if the importing country authority specifies a maximum limit for the chemical for fish, fish products or ingredients of the kind concerned and the fish, fish products or ingredients concerned do not exceed that limit; and

(c) as it applies to a food additive, processing aid, vitamin, mineral, added nutrient, other matter or substance – if the importing country authority specifies an alternative requirement for the food additive, processing aid, vitamin, mineral, added nutrient, other matter or substance fish, fish products or ingredients of the kind concerned and the fish, fish products or ingredients concerned comply with the alternative requirement.

1.3 If paragraph 1.2 (a), 1.2 (b) or 1.2 (c) applies the applicable approved arrangement must:

(a) identify the maximum limit or alternative requirement concerned specified by the importing country authority; and

(b) document the controls used to ensure compliance with that maximum limit or alternative requirement.

Note 1 For the meaning of ***importing country authority*** see order 8.

Note 2 Contrast paragraph 2.1 (c) and subclause 2.2 of Schedule 2 which apply where the importing country contaminant/residue etc maximum limits or requirements are in addition to (or more stringent than) the maximum limits or requirements specified in subclause 1.1 of this Schedule.

Note 3 See further clause 42 of Schedule 5.

11 Meaning of unsuitable

11.1 Fish and fish products are not suitable if they:

(a) are damaged, deteriorated, perished or contaminated to an extent that affects their reasonable intended use; or

(b) contain any damaged, deteriorated, perished or contaminated substance that affects their reasonable intended use; or

(c) are derived from an animal that is diseased or dead:

(i) for fish - at the time of harvest; and

(ii) for crocodile meat — at the time the crocodile from which the meat is derived is presented for slaughter and dressing;

and is not declared by or under another Act to be safe for human consumption; or

(d) contain a biological or chemical agent or other substance that is foreign to the nature of fish and fish products of that kind; or

(e) are produced using, or is subjected to a process contrary to the Food Standards Code; or

(f) are treated with a substance contrary to a law of the Commonwealth or a law of the State or Territory in which the treatment takes place;

or

(g) are produced under controls (including hygiene, temperature and other processing controls) that are inadequate to ensure that they are safe and not unsuitable (as defined in paragraphs 11.1 (a) to 11.1 (f)).

Note An example of paragraph 11.1(e) is a fish product produced using gene technology or irradiation contrary to the requirements for using these processes that are specified in the Food Standards Code.

11.2 However fish and fish products are not unsuitable merely because they:

(a) contain a chemical in an amount that does not contravene the Food Standards Code; or

(b) contain contaminant or natural toxicant in an amount that does not contravene the permitted level for the contaminant or toxicant in the Food Standards Code; or

(c) contain any substance that is permitted by the Food Standards Code;

or

(d) are produced using, or are subjected to, a process permitted by the Food Standards Code.

Note For the meaning of substance see order 8.

s. 47F(1)

From: s. 47F(1)
Sent: Tuesday, 25 January 2022 12:17 PM
To: s. 47F(1)
Cc: s. 47F(1) s. 47F(1) Black, Tom
Subject: FW: Enhancing Red Meat Industry Traceability and Compliance [SEC=UNOFFICIAL]
Attachments: NRS Proposal_Traceability Reform and Compliance Funding.pdf

Thanks s. 47F(1)

Agree can wait till Tom's return, he is the only one with corp memory on this. You raise good points about value of funding given other things happening, also the department announced traceability finding only yesterday so need to make sure, as you say, no overlap. I wonder if the announcement yesterday was a memory trigger for them to follow up, perhaps they saw a mechanism they might be able to come under.

Cheers
s. 47F(1)

From: s. 47F(1) @agriculture.gov.au>
Sent: Tuesday, 25 January 2022 11:14 AM
To: s. 47F(1) @agriculture.gov.au>
Cc: s. 47F(1) @agriculture.gov.au>; Black, Tom <Tom.Black@agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
Subject: FW: Enhancing Red Meat Industry Traceability and Compliance [SEC=UNOFFICIAL]

Hi Js. 47F(1)

John McGoverne is now A/g CEO of CCA, but CCA are due to be replaced as the peak industry body from 1 July 2022, so I'm not sure if it is sensible to be providing funding at this point.
Can't say that I recall seeing this proposal before, but it seems to have significant overlap with other initiatives in the department and little outcome directly related to residues.
We are due to have a BIAC meeting with CCA and ALFA 8 March 2022. At that meeting, I would hope to receive an update from CCA on the future of the grass fed representative body.
I think this can wait till Tom's return.

Kind regards,

s. 47F(1)
Director | Residue Chemistry & Laboratory Performance Evaluation, Plant & Business
National Residue Survey | +61 2 627s. 47F(1) | s. 47F(1)
s. 47F(1) @awe.gov.au
Department of Agriculture, Water and the Environment
Residues & Food Branch | Exports & Veterinary Services Division
18 Marcus Clarke Street, Canberra ACT 2601 Australia
GPO Box 858, Canberra ACT 2601 Australia

From: John McGoverne <policydirector@cattlecouncil.com.au>
Sent: Tuesday, 25 January 2022 10:31 AM
To: s. 47F(1) @awe.gov.au
Subject: FW: Enhancing Red Meat Industry Traceability and Compliance [SEC=UNOFFICIAL]

Hi s. 47F(1)
Just following up on the below email from s. 47F(1) who I understand in on extended leave.
Provided the attached proposal to NRS for consideration.
Grateful if you could advise on who to discuss the proposal with.
Thanks
Kind regards
john

John McGoverne | Policy Director
Cattle Council of Australia
M: 0430 368 173 | P: 1300 653 038
Locked bag 9, Kingston ACT 2604
www.cattlecouncil.com.au
www.pcaspasturefed.com.au

From: s. 47F(1) @awe.gov.au>
Sent: Thursday, 25 November 2021 1:45 PM
To: John McGoverne <policydirector@cattlecouncil.com.au>
Subject: RE: Enhancing Red Meat Industry Traceability and Compliance [SEC=UNOFFICIAL]

Hi John,

The proposal is with Tom, and I have flagged this with s. 47F(1) and s. 47F(1) who will take the lead on this moving forward.

I'm about to meet with Tom and will let him know that he will need to organise a time in the coming week to start the discussion about the project proposal.

Regards,
s. 47F(1)

From: John McGoverne <policydirector@cattlecouncil.com.au>
Sent: Friday, 19 November 2021 4:11 PM
To: s. 47F(1) @awe.gov.au>
Subject: RE: Enhancing Red Meat Industry Traceability and Compliance [SEC=UNOFFICIAL]

Hi s. 47F(1)
Just a follow up to see how this is progressing.
Any chance of a catchup week of 29 November.
Thanks

John

John McGoverne | Policy Director
Cattle Council of Australia
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From: John McGoverne
Sent: Tuesday, 2 November 2021 4:59 PM
To: s. 47F(1) @awe.gov.au>
Subject: RE: Enhancing Red Meat Industry Traceability and Compliance [SEC=UNOFFICIAL]

Thanks s. 47F(1)
Appreciated.
cheers

John McGoverne | Policy Director
Cattle Council of Australia
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From: s. 47F(1) @awe.gov.au>
Sent: Tuesday, 2 November 2021 4:06 PM
To: John McGoverne <policydirector@cattlecouncil.com.au>
Subject: RE: Enhancing Red Meat Industry Traceability and Compliance [SEC=UNOFFICIAL]

Hi John,

Thanks for the proposal. I had flagged this with Tom for further discussion on 28 October, but I haven't had the opportunity to speak to him specifically about this yet.

I will organise some time with Tom and we will come back to you in the near future.

Regards,

s. 47F(1)
Director | National Residue Survey – Animal Program | 02 627s. 47F(1)

Department of Agriculture, Water and the Environment
Residues and Food Branch | Exports and Veterinary Services Division
L.9. 18 Marcus Clarke Street, Canberra ACT 2601 Australia
GPO Box 858 Canberra ACT 2601 Australia

awe.gov.au

From: John McGoverne <policydirector@cattlecouncil.com.au>
Sent: Thursday, 28 October 2021 3:05 PM
To: s. 47F(1) @awe.gov.au>
Subject: Enhancing Red Meat Industry Traceability and Compliance [SEC=UNOFFICIAL]

Hi s. 47F(1)
Following our meeting on a project to improve industry's integrity compliance, please see attached proposal for your consideration.
Apologies for the time take to follow up on this.
Some details will need to be worked through, however providing this as a discussion starter at this point.
Please let me know if you require further information or wish to discuss further.
Thanks
Regards
John

John McGoverne | Policy Director
Cattle Council of Australia
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Traceability Reform and Compliance
Enhancing Red Meat Industry Traceability and Compliance

Background

The red meat and livestock industry contributes significantly to the prosperity of regional, rural and remote Australia with 75,000 businesses employing approximately 445,000 people in 2019-20. Of these, 195,800 were directly employed with a further 249,000 people working in businesses that service the red meat and livestock industry[1].

Australia was the second largest beef and veal exporter in 2020 and the world's largest sheepmeat exporter. The red meat and livestock industry's turnover totalled $69.9 billion in 2019-20, accounting for approximately two per cent of Australia's total key industry turnover. Red meat and livestock exports (including co-products) increased 23 per cent from 2015–16 levels to total $18.4 billion in 2019–20, with demand from international markets driving a large increase in both chilled and frozen meat exports[2].

Free Trade Agreements (FTAs) with South Korea, Japan and China have delivered significant gains in market access for Australian red meat. The agreement with Korea came into force in late 2014, with Japan and China in 2015. These three FTAs are estimated to be worth $20 billion to the Australian red meat and livestock industry over 20 years. The China Australia deal (ChAFTA) alone has underpinned beef prices by an estimated 8c/kg and sheepmeat prices by 13c/kg to 26c/kg[3].

The 11-nation Comprehensive and Progressive Trans-Pacific Partnership (CPTPP), which entered into force in late 2018, delivered additional benefits in key export markets and created new export opportunities[4].

Non-tariff measures

The global rise of FTAs has seen increased incidences of non-tariff measures (NTMs), other than ordinary customs tariffs. These NTMs potentially have an economic impact on international trade, affecting quantities traded, prices or both. Half of all NTMs globally are applied to agricultural products for biosecurity or food safety reasons, but also for protectionist reasons, which are predominantly applied non-discriminately.

Sanitary and phytosanitary (SPS) measures and technical barriers to trade (TBT) account for the majority of NTMs affecting Australian agricultural exports. SPS measures impose biosecurity, health and food safety requirements on imports, such as limits on antibiotics in meat production or pesticide residues in grains (UNCTAD 2012). TBT measures for agricultural imports include requirements for labelling, traceability information and importer authorisation[5].

SPS measures account for 55 per cent of NTMs imposed on agricultural exports globally. In 2019, 3,558 NTMs were applied to meat and live animal exported from Australia of which 65 per cent were SPS measures. Non-tariff barriers to trade are worth an estimated $3.4 billion to the Australian red meat and livestock industry.

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[1] State of the industry report 2021. The Australian red meat and livestock industry. Meat & Livestock Australia.
[2] State of the industry report 2021. The Australian red meat and livestock industry. Meat & Livestock Australia.
[3] Non-tariff measures affecting Australian agriculture - Department of Agriculture
[4] Non-tariff measures affecting Australian agriculture - Department of Agriculture
[5] World Investment Report 2012

The large number of SPS measures imposed on agricultural commodities is a unique characteristic of the sector[6]. SPS and TBT measures can include food quality and safety regulations which are appropriately imposed on imports.

Recent examples include:

- August 2020 – John Dee meatworks in Warwick closed after customs officials at the port of Ningbo allegedly found residue from the banned chemical chloramphenicol in a piece of beef.
- April 2021 – JBS recall 4,860 pounds of imported raw and frozen over concerns on contamination with E. coli.
- October 2021 – Australian Country Choice in Brisbane had its trade to China suspended after customs officials at the port of Ningbo allegedly found residue from the banned chemical chloramphenicol on beef products becoming the ninth Australian meatworks to be suspended from trading meat to China.

Figure 1: Non-tariff measures affecting agriculture, January 2019

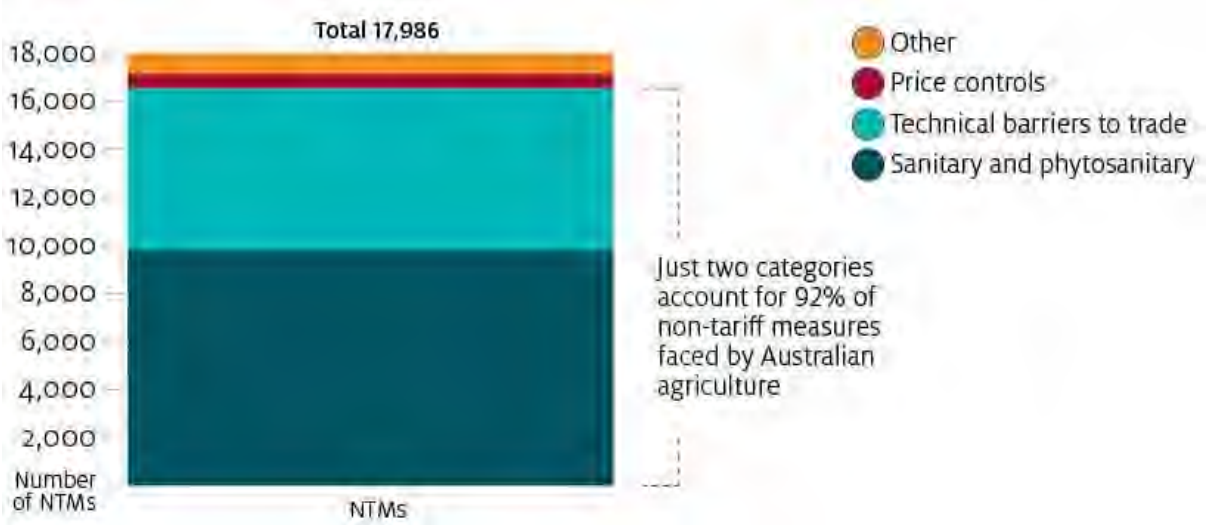
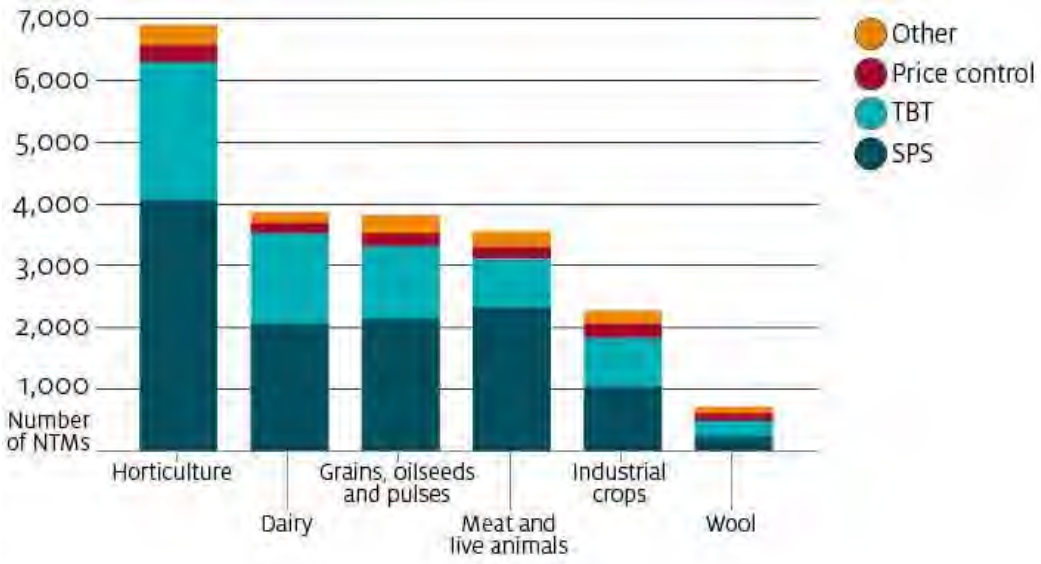


Figure 2 Non-tariff measures applied to Australian agricultural exports, by commodity, January 2019



[6] Non-tariff measures affecting Australian agriculture - Department of Agriculture

Over the past 25 years NTMs have become increasingly prevalent in international trade with the increasing frequency of unjustified or inefficient trade-reducing NTMs becoming a global concern. NTMs impede consumers and producers from fully realising the benefits of improved market access through FTAs. Governments and industry will need to continue to prioritise the removal or reform of inefficient and illegitimate NTMs to achieve meaningful outcomes from trade liberalisation negotiations.

Changing consumer preferences (such as for animal welfare, environment protection and worker conditions) and rising incomes are driving demand for traceability and demonstration of provenance credentials. Australia's export certification processes are coming under increasing pressure as markets demand stronger assurances and are imposing more requirements on a wider range of imported products. Globally, World Trade Organisation (WTO) SPS notifications have been growing at an average rate of 6.3 per cent per year.

Red Meat 2030

Under Red Meat 2030, red meat will be a trusted brand because of its integrity systems, built on trust and respect that supports strong partnerships and sharing of information, reducing unnecessary industry and government regulation.

Maintaining and building its premium position in both domestic and international markets is of the highest priority for the red meat and livestock industry, delivering premium prices to producers, an improved competitive advantage and profits to all sectors of the industry and Australian economy.

Premium market positioning and reputation of any product, if lost, is extremely difficult to reclaim, therefore every aspect of Australian red meat must justify its premium price to maintain importing country and consumer confidence.

Cattle Council of Australia (CCA), as a member of SAFEMEAT, works with industry, governments, National Residue Survey (NRS) and other service providers to improve traceability and compliance across the red meat industry to minimise the risk of chemical residues and environmental contaminants in Australian food products. Doing so helps maintain Australia's status as a producer of safe food, facilitating access to domestic and international markets.

The integrity of red meat products is founded on the National Livestock Identification System (NLIS) which relies on robust, nationally coordinated arrangements that enable efficient tracing of all livestock movements, identifies the source of contaminants, and improves biosecurity and disease response arrangements.

CCA policy priorities

One of CCA's key priorities is the promotion of a national whole of industry integrity system that delivers consistency in policy across the whole supply chain and guarantees food safety and global consumer confidence in Australian beef.

Focus Areas in delivering on this objective are:

- Food safety - The integrity system promotes and achieves high levels of compliance through establishing a value proposition
- Compliance - The integrity system promotes and achieves high levels of compliance through establishing national recognition
- Biosecurity - The long-term position is an assured funding model that underpins the operational veracity of the national system.

Traceability reform across the red meat and livestock industry

There are multiple issues within the existing the red meat and livestock industry integrity system that are potential threats to its reputation. The SAFEMEAT initiated cross species and legislative gap analyses of Australia's integrity systems and supporting legislation raised significant issues relating to the disparate and disjointed nature of Australia's traceability systems across red meat livestock species.

The national traceability system in place for sheep and goats, although improved since first tested in 2007, falls well short of the required National Livestock Traceability Performance Standards (NLTPS) based on the 2016 SheepCatcher II exercise. No national traceability system exists for the minor red meat species (deer, camels, alpacas, llamas) making a species-by-species approach to traceability ineffective and unfit for purpose. It is an unsuitable approach for the future needs of the sector and places it at significant risk of losing market access.

The red meat and livestock industry and state and Commonwealth governments, through SAFEMEAT, are working to reform the existing national livestock traceability system following a directive from the National Biosecurity Committee (NBC). Since then, the SAFEMEAT Jurisdictional Traceability Group (JTG) has worked with the broader SAFEMEAT industry stakeholder group, including state and Commonwealth governments to develop a set of reform recommendations (Appendix 1).

Advantages/benefits

The recommendations developed by SAFEMEAT encompass several reform options that will seek to deliver enhanced biosecurity and traceability outcomes for livestock industries, industry service providers (NRS, ISC and AHA), jurisdictions and the Commonwealth Government. The reforms are applicable and include all species in the red meat and livestock industry as well as provision of information necessary to meet jurisdictional requirements.

Transitioning to digital only NVDs

The development of the electronic NVD (eNVD) emerged as a result of the 2015 SAFEMEAT Initiatives Review[7] that identified key opportunities to strengthen the industry integrity systems. Digitising the NVD system enables a number of issues to be addressed, including ensuring there is integrity within the data supplied, completeness of information provided, transparency of data across the supply chain, and enables rapid and responsive changes to be implemented to documentation requirements as they arise from market demands.

Industry is developing a pathway for the red meat and livestock industry to transition to the compulsory use of electronic National Vendor Declarations by 1 January 2024. Considerable consultation and communications will be required to ensure the industry can transition to a fully digital system.

Issues with state beef traceback investigation timeframes

Existing contractual arrangements between NRS and jurisdictions require completion of traceback investigations within 28 days of when the traceback is initiated. A review on the timeframes of

[7] https://www.mla.com.au/contentassets/52fc7ced91954693814844839c8fa0a9/v.sma.1505_towards_an_integrated_integrity_system_safemeat_report.pdf

random and targeted program residue violations found that only 34 per cent of all traceback investigations since 1 July 2014 were completed within a 28-day timeframe. The total time elapsed averages 100 days, while a median of 42 days indicates that most tracebacks still exceed the 28-day timeframe. However, where tracebacks exceed the contracted timeframes, they do so by a very large margin. The time taken to complete these investigations is untenable and requires correction.

Hormonal Growth Promotants (HGPs)

Ongoing violations in the use of HGPs remain an issue in the industry. While improved communications and other strategies to increase awareness of user's responsibilities related to HGPs have reduced violations, a lack of concerted effort due to resource constraints within industry has impeded progress. Dedicated resourcing is required to help build awareness and compliance when using HGPs.

Australian beef cattle export assurance scheme

Review and progress options available to the Australian beef industry to modernise the current accreditation system required to access the EU market (and now separately the UK market), and advocate for harmonisation with existing Australian integrity regimes – the National Livestock Integrity System (NLIS) and Livestock Production Assurance (LPA).

Project Objectives

CCA is collaborating across the red meat and livestock industry with other peak industry councils, state farming organisations, Commonwealth and state governments, and industry service providers – Meat & Livestock Australia (MLA), Integrity Systems Company (ISC) and Animal Health Australia (AHA). Driving these reforms requires significant industry consultation and engagement with government if they are to come into effect in the timelines specified by SAFEMEAT and endorsed by the NBC.

Dedicated resourcing is required to assess the increasing role industry and propose solutions for how this may be realised. CCA seeks funding from the grass-fed cattle industry NRS reserve to support the prevention of contamination and management of risks associated with, contamination of applicable products.

- Ensure that the traceability system in the red meat industry is able to trace the source of contaminants and determine the cause of contamination.
- Reduce the risk of contamination and residues in red meat products by being able to trace forward when a risk is identified.
- Improve traceback times to lower the risk of ongoing contamination.
- Implement recommendations from the HGP Systems Management Review.

Proposed milestones

- Develop and implement effective communications across industry to ensure all stakeholders understand the proposed SAFEMEAT reforms and their responsibilities in relation to existing and potential future industry integrity systems.
- Improve understanding across the industry of the market access implications of non-compliance of integrity systems.
- Work with industry service providers and the supply chain to improve and increase awareness of traceability requirements and reduce non-compliance.

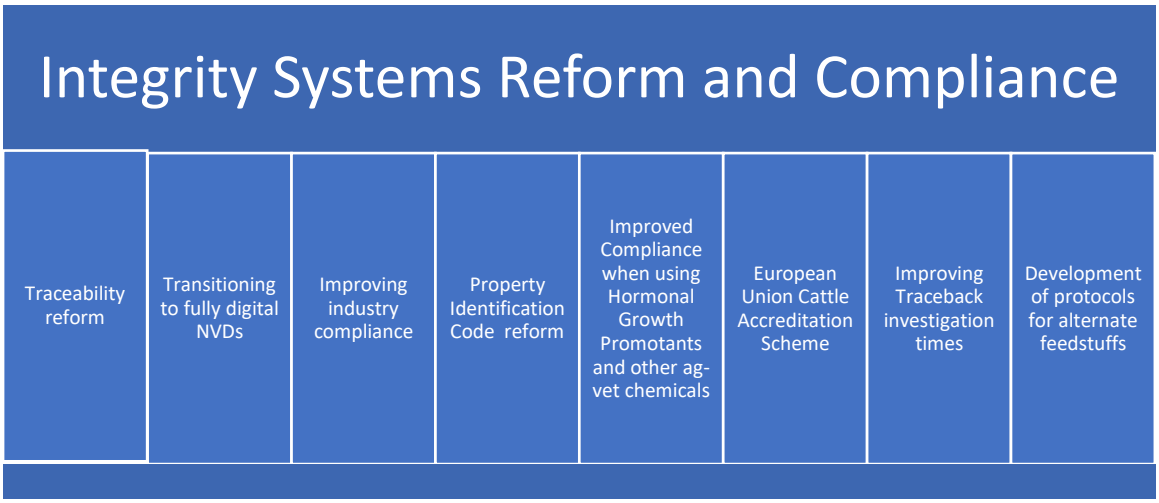
- Support the development, implementation and progressive roll-out of a fully integrated system encompassing NLIS, NVD, EUCAS, LPA and NRS reporting functions.
- Ensure that residue monitoring continues to meet market requirements to underpin all trade through a risk management program involving property audits and both targeted and random monitoring.
- Work with NRS and jurisdictions to improve traceback investigation timeframes.
- Work with Australian Pesticides and Veterinary Medicines Authority to optimise market access by ensuring Export Slaughter Intervals (ESI) and Withholding Periods (WHP) are regularly reviewed and updated.
- Increase compliance across industry when using HGPs and other ag-vet chemicals.
- Develop industry framework for Property Identification Code reform.
- Investigate the need to develop protocols similar to those used for access and feeding of cotton trash for other by-product feed supplements (e.g. almond, soybean macadamia hulls).

Project Summary

PROJECT TITLE	Enhancing red meat industry traceability and compliance to reduce the incidence of contaminants
PROJECT MANAGER	John McGoverne
PROPOSED BUDGET	$760,000 EX GST
PROPOSED TIMEFRAME	3 years from commencement

Timeframe

Three years. Achieving the above listed milestones, many of which are co-dependent or have logical synergies, will require considerable work, and involve extensive consultation with CCA members and other identified stakeholders.



Propsed budget – Over three years

ITEM	AMOUNT (EX. GST)	TOTAL (INC. GST)
Traceability reform Development of program to initiate the industry implementation of the SAFEMEAT reforms Communications strategy to inform producers of their responsibilities regarding livestock ownership, traceability and food safety requirements (WHPs, ESIs) under the NLIS	200,000	220,000
Improving industry compliance KPI's be developed and applied (for all species) to these reports to enable 'as needs' reporting to monitor the performance of the system and supply chain participants	140,000	154,000
Transitioning to digital only NVDs	60,000	66,000
Property identification code reform	60,000	66,000
Improved compliance when using hormonal growth promotants and other ag-vet chemicals	80,000	88,000
European union cattle accreditation scheme (Australian Beef Cattle Export Assurance Scheme)	100,000	110,000
Improving traceback investigation times	60,000	66,000
Development of protocols for alternate feedstuffs	60,000	66,000
TOTAL	**760,000**	**836,000**

Appendix 1

1. A national statutory body or regulatory authority be established and be made responsible for managing Australia's livestock traceability system, including;
    - setting standards and requirements
    - coordinating national compliance and enforcement, and
    - education and extension.
2. Investment be made into a traceability and data management system that will have the capability to handle all livestock species.
3. National mandated digital/electronic identification of all livestock species be phased in beginning in 2021 and be completed no later than 2025.
4. The cost of establishing these recommendations be shared between all levels of government and industry and that a long-term sustainable funding mechanism be established to ensure the ongoing maintenance of the system.
5. That a formal consultation Regulatory Impact Statement (RIS) be undertaken to further scope the feasibility and costs associated with the preceding recommendations in order present a comprehensive paper to AGSOC and AGMIN. All industries who provided feedback to this paper are supportive in principle of the recommendations.

NATIONAL ASSOCIATION OF TESTING AUTHORITIES AUSTRALIA

REPORT ON ASSESSMENT

Facility:	Department of Agriculture, Water and the Environment
Site:	National Residue Survey
Accreditation No:	15015
Site No:	15337
Date of Visit:	15 July 2021
Authorised Representative:	s. 47F(1)
Lead Assessor(s):	s. 47F(1) s. 47F(1)
Client Coordinator:	s. 47F(1)
Job Number:	79774
Assessment Type:	Surveillance visit
On-Site Time (hr):	4.5 hrs
Signed On Behalf Of: **Jennifer Evans, CEO**	s. 47F(1)
Name:	s. 47F(1)
Date:	22 July 2021

NATA Report on Assessment	Accreditation No:	15015
	Site No:	15337
	Job No:	79774

CODING OF ASSESSMENT FINDINGS

Assessment findings are recorded as nonconformities and observations. Each finding is coded with a cross reference to the relevant clause number of the accreditation standard(s).

Responses to any nonconformities are to be recorded in the *Facility Response* section with reference to any supporting evidence. Responses to all nonconformities must be provided by the due date indicated on the front page of the report. In the case that any nonconformity has not been able to be addressed, the reason why and a progress summary is still required to be provided by the due date.

The accreditation status of the facility will be confirmed once all nonconformities have been satisfactorily addressed. The accreditation status of currently accredited facilities will be reviewed should there be significant delays in satisfactorily addressing any nonconformity.

Findings are coded as follows:

Code	Explanation
C **(Major nonconformity)**	May include, but not limited to, the following: • An issue that contributes directly, or has the potential to contribute directly, to the reliability of test results (e.g. inadequate staff training, calibration deficiency, inadequate quality control). This is irrespective of whether the issue is random/infrequent or systemic; • An issue, that whilst it does not contribute directly to the reliability of test results, is systemic (i.e. the same deficiency has occurred on at least a number of occasions); • An issue that contributes directly to how results may be interpreted by the client (e.g. sampling deficiencies); • An issue that has been raised previously as a minor nonconformity but has not been fully or appropriately addressed. A response is required on major nonconformities, including the cause analysis, the action taken and supporting evidence.
M **(Minor nonconformity)**	May include, but not limited to, the following: • An issue is random or infrequent (e.g. only a few staff training records have been found to be out of date); • An issue that does not contribute directly to the reliability of test results but is still a criterion for accreditation (e.g. all staff have received appropriate training for an updated method but

NATA Report on Assessment	Accreditation No:	15015
	Site No:	15337
	Job No:	79774

	this has not been recorded). For initial assessments and variation visits, minor nonconformities must be addressed as per major nonconformities. For all other visits, the cause analysis and action taken or planned to be taken is required. Supporting evidence does not need to be submitted as this will be reviewed at the following assessment visit.
Observation	This may be a recommendation, information, clarification, a reminder or flag for follow-up/review at the next assessment. Observations do not require a response.

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GENERAL COMMENTS

As part of NATA's response to the COVID-19 pandemic, a remote surveillance activity was performed in-lieu of the scheduled onsite visit. The purpose of this remote assessment was to monitor the facility's continuing fulfilment of ISO/IEC 17043:2010 and the applicable NATA Accreditation Criteria (NAC) for its scope of accreditation.

This included a complete review of the facility's management system together with a review of records relating to the activities performed by its scope of accreditation.

A document review of the facility's management system documentation was conducted on 25 June 2021. Issue 30 of the Quality Manual was referenced at this assessment.

The PT schemes provided are designed specifically to meet the needs of the department's testing requirements, selection of approved testing laboratories and to support trading partners' requirements. The testing requirements and subsequent suitability of the PT schemes are reviewed by international trading partners.

The facility is operating at a standard that demonstrates it is competent to perform the activities for which accreditation is held and a recommendation to maintain accreditation can be made. The facility is to be commended for its comprehensive documentation and internal records.

VARIATIONS TO THE SCOPE OF ACCREDITATION

There are no changes to the scope of accreditation.

A copy of the complete scope of accreditation is available on the NATA website.

NATA Report on Assessment	Accreditation No:	15015
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ASSESSMENT FINDING

(Observations)

Clause No:	Finding:
5.8	No complaints or appeals have been received since the last assessment.
5.11.3.1	The facility is commended on the thoroughness of the CIF #76 investigation and documentation, raised when participant results did not support expected results.

s. 47F(1)

From: s. 47F(1)
Sent: Tuesday, 12 April 2022 1:17 PM
To: s. 47F(1)
Cc: s. 47F(1)
Subject: FOR Clearance : SES brief and Procurement plan [SEC=OFFICIAL]
Attachments: SES Brief - Data Sources Procurement.DOCX; Procurement Plan - Data Sources Procurement.DOCX

Hi s. 47F(1)

As mentioned at Directors yesterday we have prepared a brief and procurement plan (attached) to do a stocktake of data sources on agvet chemical use and fate in Australia. We have liaised with the procurement team through the drafting to date. I understand that Emma has raised this procurement with Rosemary in the context of caretaker and Rosemary has agreed that it would be OK to proceed given it is about informing general policy, and would not commit a government a policy direction or outcome.

While we could use the research exemption in the CPRs to go to limited tender, as we haven't identified strong short list of tenderers to use for a limited tender approach, we feel we are likely to get better results going to open market rather than approaching the small number of relevant tenderers directly. The only real downside we can see to using an open approach for this procurement is the additional time it takes when compared to a limited tender (as the procurement team must handle the approach to market and meet AusTender's required timeframes etc.).

Regarding the design of the procurement, we're proposing that the consultant only identify all of the relevant sources of data, and the key properties of the datasets. We had considered whether it would be possible and appropriate for the consultant to provide recommendations to us about the adequacy of the data for informing policy. However, setting parameters for adequacy in this space has proved challenging, and so we have not gone down that path, and we think we will be best placed to make that determination once we understand the datasets, and their properties.

Thanks to s. 47F(1) for all the work in these documents.

Very happy to discuss,

Cheers

s. 47F(

PROCUREMENT PLAN

Research consultancy to identify agvet chemical data sources

PROCUREMENT DESCRIPTION/OUTCOME

The Department of Agriculture, Water and the Environment (the department) has policy responsibility for agricultural and veterinary (agvet) chemicals authorisation (supply) in Australia. As part of this responsibility, the department must ensure that policy settings and legislation for agvet chemicals ensure their safe and effective use, without causing undue harm to people or the environment. The department also represents the Australian government at various international fora, where policy and regulatory settings are discussed.

However, despite data being provided to the supply regulator at the time of authorisation of agvet chemicals, there is little data currently available to the department regarding human health or environmental fate of agvet chemicals in Australia in 'field' conditions. Similarly, the department has little information about the presence of agvet chemicals in treated produce sold domestically within Australia. The paucity of available 'field' data poses risks to the Australian government in both policy development and in international fora, when discussing the integrity and effectiveness of the Australian regulatory system.

This procurement aims to map all current sources of data on agvet chemical use in Australia, such as state and territory, industry, or academic monitoring programs which could be leveraged to inform the department. This will allow us to determine if current data sources are sufficient to inform us about agvet chemical use in Australia. The mapping exercise will also allow the identification of any gaps where new data is needed.

The data sources identified through this consultancy could also prove useful if the government chooses to establish a surveillance and monitoring system as recommended in the Final Report of the Independent review of the pesticides and veterinary medicines (agvet) regulatory system in Australia.

Due to the breadth and complexity of agvet chemical use in Australia, the mapping must consider a wide variety of data sources. For example, it must give consideration to:

- Existing state and territory environmental monitoring programs (for example Great Barrier Reef monitoring data).
- Annual agvet chemical sales data.
- Domestic produce monitoring data (industry and government).
- Public health data (including notifiable diseases data and poisons information centre data).
- WHS reporting data (such as workers compensation data and fatalities data).

It is proposed that the mapping and gap analysis be undertaken by a suitably qualified and experienced consultant, with expertise in data management at a national level. Due to the high level of expertise and subject matter knowledge required, departmental staff are not best placed to undertake this work. The procurement will deliver a report setting out:

1. Which sources of data are relevant and useful to the department and which are not, including the reasons. This will take into account which of the sources provide

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relevant, validated data, collection methodology, quantity of data, as well as any costs or complexities associated with their collection.

2. Any gaps in the available data which the Department should establish new data collection programs to fill.

3. Recommendations on which data sources should be pursued and how data gaps can be filled in the efficient and effective way.

SPECIFICATIONS

The procurement specifications as outlined in the approach to market will be follows:

The Department of Agriculture, Water and the Environment (the department) is responsible for the Commonwealth agricultural and veterinary chemicals (agvet) regulatory system. This regulatory system ensures that the agvet chemicals used in Australia are safe and effective.

The department is currently investigating how we can better monitor the effectiveness of the agricultural and veterinary chemicals regulatory system and provide assurance that the controls on these products are effective and not leading to poor environmental or human health outcomes. The department is seeking to engage a suitably skilled and experienced consultant to map current sources of data on agvet chemicals in use in Australia.

The successful tenderer will be required to investigate and report on sources of data on pesticide and veterinary medicine use within Australia. Specifically, they will:

1. **Identify relevant sources of data on the use and fate of agvet chemicals in Australia.** The successful tenderer must provide the list to the department, which must contain (at minimum) the name of the dataset, a description of the information it contains, the identify of the person or organisation who has control or ownership of the data, the geographic location to which the data is relevant, and the timeframe over which the data was collected.

2. **Analyse the data sources to determine how relevant they are to the government's objectives.** The successful tenderer must determine which of the identified data sources the department should use to monitor the effectiveness of the agvet regulatory framework. In doing so, they should consider. When monitoring the effectiveness of the regulatory framework, we consider the following issues of particular importance:

   - Human health data on agvet chemicals, for example from biological monitoring.
   - Agvet chemical residues on or in domestic agricultural produce and in the Australian environment.

   The tenderer should consider all agvet chemicals currently or previously used in Australia, but give specific consideration to:

   - Agvet chemicals listed under the international conventions to which Australia is a party (for example Stockholm Convention on persistent organic pollutants).
   - Agvet chemicals with known human health or environmental risks.

   The analysis must also give consideration to:

- The quantity and quality of data available, including geographic and temporal information.

- The data's format and accessibility
- The data owner's willingness to share the data.
- Any costs associated with obtaining the data.

3. **Identify any gaps in the data.** The successful tender must consider if the data sources identified to date are sufficient to meet the department's goals. Any areas where the data is not sufficient must be identified.

4. **Provide final recommendations to the department on which should be included and where new data gathering programs should be developed.** The successful tender must provide the department with recommendations on:

1. Which data sources the department should consider and which it should not, including the reasons why.
2. Which measures the department may take to address any gaps identified in the most efficient way possible.

3. **Report on their findings.** At completion of the project, the successful tender must provide the department with a final report setting out its findings.

POLICIES OR LEGISLATION THAT IMPACT

This procurement will be conducted in accordance with the *Public Governance, Performance and Accountability Act 2013*, Commonwealth Procurement Rules, Accountable Authority Instructions and relevant departmental policies.

The department's Indigenous Procurement Policy applies to this procurement. This policy requires us to will investigate if an Indigenous business can deliver the required goods or services on a value for money basis before we approach the market. In line with this policy we have reviewed the SupplyNation database but have not identified any indigenous business with the required expertise to deliver this project. More information about the market research undertaken to inform this decision can be found in section 6 of this procurement plan.

ANY STANDARDS THAT APPLY

No Australian or international standards apply to this procurement.

MARKET RESEARCH

We have reviewed whole-of-government standing offer arrangements (i.e. panels) and whole-of-government coordinated procurement arrangements and determined there are no existing arrangements suitable to cover this procurement.

We are aware of some consultancy services who have the necessary skills and experience to undertake the work (e.g. GHD Group, EY Analytics), and expect there to be suitable tenders in response to the ATM.

We have reviewed the SupplyNation database and have not identified any Indigenous business with the required expertise to deliver this project. This research involved reviewing

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Department of Agriculture, Water and the Environment

the capabilities of all indigenous businesses on the database which fell into the following categories or search terms:

1. ‘chemicals’
2. ‘research’
3. ‘consulting’
4. ‘agriculture’

Our understanding of the cost of this consultancy is limited by a lack of similar consultancies undertaken in the past. If no tenderers provide value for money we will investigate engaging a non-ongoing contractor to undertake the work over a longer term.

ESTIMATE VALUE

The value of the procurement has been estimated at between $60,000 and $100,000 including GST.

The total maximum anticipated value of the procurement, including all options, extensions, renewals or other mechanisms that may be executed over the life of the contract, has been estimated as $110,000 including GST.

All fees associated with the project will be negotiated prior to contract execution, the contract is not expected to include any forms of renumeration other than negotiated fees (i.e. it will not include premiums, commissions, interest or any other revenue streams). As the research and report writing are expected to be desktop based, we do not anticipate any travel fees or associated overheads.

ESTIMATED TIME-FRAME

We require that the goods and services be delivered by 31 October 2022. To meet this timeframe, our proposed contract period is from 20 June 2022 to 31 October2022. Please see the estimated timeline below:

Activity	**Delivery date**
Prepare FAS Brief for approval	14 April 2022
Prepare procurement plan for approval	14 April2022
Prepare ATM for approval	22 April 2022
Approach market	2 May 2022
Tender period closes	30 May 2022
Evaluate tenders	13 June2022
Offer made and contract negotiation completed	16 June 2022
Engage successful tenderer	20 June 2022
Contract period finishes / Delivery of final report	31 October 2022

Our current and future year funding estimates is:

Financial Year	**Funding $’000**	**Contract term and extension options**
Current financial year (2021-2022)	$30,000	N/A

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Next financial year (2022-2023)	$70,000	N/A

We have consulted with our Divisional Business Partners in the Financial Management Branch, who have confirmed that funding is available and the amounts have been recorded for forward year budgets.

PROCUREMENT METHOD

As the maximum anticipated value of the procurement exceeds $80,000, the procurement will use an open tender approach to market.

While the department could choose to utilise a limited tender approach under Appendix A of the Commonwealth Procurement rules, an open tender approach has been chosen as it allows us to attract a wide variety of service providers for consideration.

RISK

We have identified the following risks and risk treatment strategies:

5. **Proper procurement processes are not followed.** To ensure that proper procurement processes are followed, the Agvet review and projects team will consult with Procurement at each stage of the procurement and when any unforeseen issues occur.
6. **No suitable tenderers respond to the ATM, or suitable tenderers are unable to conduct the required activities.** If we are not able to engage a suitable tenderer to undertake the work, we will consider engaging a non-ongoing contractor to undertake the work over a longer period of time. While this is not the preferred outcome, risks that arise from these approaches can be managed through other means.
7. **The procurement does not meet its established timeframes.** To ensure the procurement timeframes are realistic, the project scope and project timelines will be provided to potential tenderers as part of the ATM package. The successful tenderer will also have input into the project timeline through their tender and initial meetings with us, to ensure they are confident with the timeframe. During the project, our team will have regular meetings with the successful tenderer to make sure the project is progressing successfully. Additionally, payments will be milestone based, incentivising the tenderer to deliver work on time.
8. **The tenderer misunderstands the project and the report is off-topic.** We will be available to answer questions on the ATM to make sure it is clear and easy to understand. We will also have introductory meetings with the successful tenderer to make sure they understand the project, and meetings throughout to project make sure it is progressing on the right track.
9. **The provider delivers a low quality report.** To ensure the report is of a high quality, we will undertake due diligence to ensure the successful tenderer has suitable expertise and experience, and a track record of delivering high quality work. This expertise must be in both agvet chemicals, and in data management and analysis. Additionally, we will host regular meetings with the tenderer and review drafts of their

reports to provide feedback. If the drafts are not of a sufficient quality, we will address this with the tenderer. As a last resort, our contract will allow the department to reject the reports if they are not of a sufficient quality.

Note that a risk assessment template has not been completed for this procurement, as no unacceptable risks have been identified for treatment. A full risk assessment using the template is only required if an unacceptable risk is identified which requires further analysis and treatment.

EVALUATION CRITERIA

Tenders will be evaluated using the Commonwealth Contracting Suites evaluation criteria, these are:

10. Meets requirements
11. Proven capacity
12. Total cost

These criteria will be used to determine the overall value for money of each tender.

When assessing if tenders meet requirements, the evaluation panel will consider:

13. The tenderers proposed design for the research project and report (i.e. is it fit for purpose, efficient and flexible)
14. The tenderers understanding of the projects aims, goals and needs

When assessing if tenderers have proven capacity, the evaluation panel will consider

15. The tenderers' ability to meet the objectives, specifications and timeframe
16. The past performance of the tenderer
17. The performance history of personnel

Criteria will not be weighted.

The tenders will be evaluated by an evaluation panel comprised of members from the Agvet Chemicals Review and Projects Section, and the Agvet Chemicals Policy Section. Members of the evaluation panel will be selected based on their previous experience in the procurement of consultancy and their relevant subject matter expertise.

CONTRACT

As this is a low risk tender with a value under $1 million, it is mandatory that the Commonwealth Contracting Suite (CCS) be used. The CCS include the Commonwealth Contract, which incorporates the standard Commonwealth Contract Terms.

Advice on the contract may be sought from the Department's procurement or legal areas, if required.

Proposed Contract Date	
Start Date	***Finish Date***
20 June 2022	31 October 2022

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RESPONSIBLE BUSINESS DIVISION AND BRANCH

This procurement will be carried out by the Agvet Chemicals Review and Projects Section, within the Agvet Chemicals & Forestry Branch. This branch is part of the Agvet Chemicals, Fisheries, Forestry and Engagement Division.

The contact officer for this procurement is s. 47F(1)

1. Email: s. 47F(1) @agriculture.gov.au
2. Office: 02 627s. 47F(1)

The Director of the Agvet Chemicals Review and Projects Section is Dr s. 47F(1) .

3. Email: s. 47F(1) @agriculture.gov.au
4. Office: 02 627s. 47F(1)

The total budget for this procurement is $110,000. The cost centre for this procurement is G61.

Date approved		**Division/Branch/Section**	
Contact Name		**Contact Phone**	

I approve the procurement plan and confirm that there will be money available in cost centre G61 at the time of entering into the procurement.

I am not aware of any conflicts of interest that would prevent me from approving this procurement plan.

.....

Julie Gaglia, First Assistant Secretary (A/g) AFFE

Position No.

Australian Government
Department of Agriculture, Water and the Environment

Ref: D22/165007

Internal general briefing

To: Julie Gaglia, First Assistant Secretary (A/g), AFFE.

Action required: (For Decision)

Timing: 15 April 2022 to ensure procurement begins on schedule

Subject: Research consultancy to identify agvet chemicals data sources

Recommendations

1. That you give approval for the Agvet Chemicals Review and Projects Section to engage a consultant to research and identify sources of data agvet chemicals residues in Australia, and any impacts they are having on people and the environment.

Decision: Approved/Not approved/Please discuss.

Signature of FAS:

Date: April 2022

Key points

1. The Department of Agriculture, Water and the Environment (the department) has policy responsibility for agricultural and veterinary (agvet) chemicals authorisation (supply) in Australia. As part of this responsibility, the department must ensure that policy settings and legislation for agvet chemicals ensure their safe and effective use, without causing undue harm to people or the environment. The department also represents the Australian government at various international fora, where policy and regulatory settings are discussed.
2. However, despite data being provided to the regulator at the time of authorisation of agvet chemicals, there is little data currently available to the department regarding human health or environmental fate of agvet chemicals in Australia in 'field' conditions. Similarly, the department has little information about the presence of agvet chemicals in treated produce sold domestically within Australia. The paucity of available 'field' data poses risks to the Australian government in both policy development and in international fora, when discussing the integrity and effectiveness of the Australian regulatory system.
3. This procurement aims to map all current sources of data on agvet chemical use in Australia, such as state and territory, industry, or academic monitoring programs which could be leveraged to inform the department. This will allow us to determine if current data sources are sufficient to inform us about agvet chemical use in Australia. The mapping exercise will also allow the identification of any gaps where new data is needed.
4. The data sources identified through this consultancy could also prove useful if the government chooses to establish a surveillance and monitoring system as recommended in the Final Report of the Independent review of the pesticides and veterinary medicines (agvet) regulatory system in Australia.

5. The data sources identified through this consultancy could also prove useful if the government chooses to establish a surveillance and monitoring system as recommended in the Final Report of the Independent review of the pesticides and veterinary medicines (agvet) regulatory system in Australia.
6. The data sources identified through this consultancy could also prove useful if the government chooses to establish a surveillance and monitoring system as recommended in the Final Report of the Independent review of the pesticides and veterinary medicines regulatory system in Australia.
7. It is proposed that the mapping and gap analysis be undertaken by a suitably qualified and experienced consultant, with expertise in data management at a national level. Due to the high level of expertise and subject matter knowledge required, departmental staff are not best placed to undertake this work.
8. The consultancy is proposed to begin 20 June 2022 and finish 31 October 2022. The consultant will deliver a report setting out:
    a. Relevant and useful data sources. This will take into account which of the sources provide relevant, validated data, collection methodology, quantity of data, as well as any costs or complexities associated with their collection.
    b. Any gaps in the data for which new data collection programs may need to be established.
9. The consultancy will enable the department to better understand data sources for pesticides and veterinary medicines in Australia. This aligns with the following departmental strategic priorities:
    a. Deliver policies and programs to support profitable and resilient agribusiness.
    b. Improve the status of threatened species and ecosystems.
    c. Conserve and maintain Australia's unique heritage.
10. Ernst & Young will not be approached directly to engage in the consultancy. However, the procurement will utilise an open approach to market and as such, Ernst & Young may choose to submit a tender.
11. Under caretaker conventions, the department should not enter into major contracts or undertakings during this period. However, advice from the procurement team is that it does not expect this procurement to be considered a 'major contract' due to its limited budget. Similarly, there is no impediment to proceeding on the basis that the procurement could be seen to commit government to a particular policy position, as it intended to inform the department about the availability of data relevant to the department's general policy responsibilities.

Financial impacts

12. The estimated cost of the consultancy is $60,000-100,000.
13. We have consulted with our Divisional Business Partners in the Financial Management Branch, who have confirmed that there is adequate budget available for current and forward periods.
14. The procurement will be funded through departmental funds, using the Agvet Chemicals Review and Projects cost centre (G61).
15. It is expected the inception payment will be made during the 2021-22 financial year, with the balance of the contract payments expended during the 2022-2023 financial year.

Farmer/stakeholder implications

16. The department does not anticipate any implications for stakeholders because the project is only intended to provide advice to the department in relation to data sources for pesticide and veterinary medicine residues, and any impacts these are having on people or the environment.
17. Appropriate consultation would be undertaken should Government agree, at some future time, to implement a residue monitoring program such as the one recommended by the Independent review of the pesticides and veterinary medicines regulatory system in Australia.

Clearing officer

Name: s. 47F(1)
Position: Assistant Secretary (A/g)
Branch/division: Agvet Chemicals and Forestry
Phone (landline): 02 627s. 47F(1)
Phone (mobile): s. 47F(1)
Date document forwarded to decision-maker: [/dd/04/2022]

Contact officer

Name: s. 47F(1)
Section: Agvet Chemicals Review and Projects
Phone (landline): 02 627s. 47F(1)

s. 47F(1)

From: s. 47F(1)
Sent: Tuesday, 12 April 2022 7:26 PM
To: s. 47F(1)
Cc: s. 47F(1)
Subject: RE: FOR Clearance : SES brief and Procurement plan [SEC=OFFICIAL]
Attachments: SES Brief - Data Sources Procurement.DOCX; Procurement Plan - Data Sources Procurement.DOCX

Hi s. 47F(1),

Please see attached with those things fixed, and a couple of minor inconsistencies between the documents fixed too. 😊

Cheers

s. 47F(

From: s. 47F(1) @agriculture.gov.au>
Sent: Tuesday, 12 April 2022 1:50 PM
To: s. 47F(1) @agriculture.gov.au>
Cc: s. 47F(1) @agriculture.gov.au>
Subject: RE: FOR Clearance : SES brief and Procurement plan [SEC=OFFICIAL]

Thanks s. 47F(

I think this reads really clearly. I've just found a couple of typos and a repeated para (which is possibly a track changes issue or something – or I'm going nuts and there were differences in the paras).

If those changes look okay, let me know and I can add my signature and send on to Julie.

s. 47F(1)
Acting Assistant Secretary
Agvet Chemicals & Forestry Branch
02 627s. 47F(1) | s. 47F(1)

From: s. 47F(1) @agriculture.gov.au>
Sent: Tuesday, 12 April 2022 1:17 PM
To: s. 47F(1) @agriculture.gov.au>
Cc: s. 47F(1) @agriculture.gov.au>
Subject: FOR Clearance : SES brief and Procurement plan [SEC=OFFICIAL]

Hi s. 47F(1),

As mentioned at Directors yesterday we have prepared a brief and procurement plan (attached) to do a stocktake of data sources on agvet chemical use and fate in Australia. We have liaised with the procurement team through the drafting to date. I understand that Emma has raised this procurement with Rosemary in the context of caretaker and Rosemary has agreed that it would be OK to proceed given it is about informing general policy, and would not commit a government a policy direction or outcome.

While we could use the research exemption in the CPRs to go to limited tender, as we haven't identified strong short list of tenderers to use for a limited tender approach, we feel we are likely to get better results going to open market rather than approaching the small number of relevant tenderers directly. The only real downside we can see

to using an open approach for this procurement is the additional time it takes when compared to a limited tender (as the procurement team must handle the approach to market and meet AusTender's required timeframes etc.).

Regarding the design of the procurement, we're proposing that the consultant only identify all of the relevant sources of data, and the key properties of the datasets. We had considered whether it would be possible and appropriate for the consultant to provide recommendations to us about the adequacy of the data for informing policy. However, setting parameters for adequacy in this space has proved challenging, and so we have not gone down that path, and we think we will be best placed to make that determination once we understand the datasets, and their properties.

Thanks to s. 47F(1) for all the work in these documents.

Very happy to discuss,

Cheers

s. 47F(

Australian Government
Department of Agriculture, Water and the Environment

Ref: D22/165007

Internal general briefing

To: Julie Gaglia, First Assistant Secretary (A/g), AFFE.

Action required: (For Decision)

Timing: 15 April 2022 to ensure procurement begins on schedule

Subject: Research consultancy to identify agvet chemicals data sources

Recommendations

1. That you give approval for the Agvet Chemicals Review and Projects Section to engage a consultant to research and identify sources of data agvet chemicals residues in Australia, and any impacts they are having on people and the environment.

Decision: Approved/Not approved/Please discuss.

Signature of FAS:

Date: April 2022

Key points

1. The Department of Agriculture, Water and the Environment (the department) has policy responsibility for agricultural and veterinary (agvet) chemicals authorisation (supply) in Australia. As part of this responsibility, the department must ensure that policy settings and legislation for agvet chemicals ensure their safe and effective use, without causing undue harm to people or the environment. The department also represents the Australian government at various international fora, where policy and regulatory settings are discussed.
2. However, despite data being provided to the regulator at the time of authorisation of agvet chemicals, there is little data currently available to the department regarding human health or environmental fate of agvet chemicals in Australia in 'field' conditions. Similarly, the department has little information about the presence of agvet chemicals in treated produce sold domestically within Australia. The paucity of available 'field' data poses risks to the Australian government in both policy development and in international fora, when discussing the integrity and effectiveness of the Australian regulatory system.
3. This procurement aims to map all current sources of data on agvet chemical use in Australia, such as state and territory, industry, or academic monitoring programs which could be leveraged to inform the department. This will allow us to determine if current data sources are sufficient to inform us about agvet chemical use in Australia. The mapping exercise will also allow the identification of any gaps where new data is needed.
4. The data sources identified through this consultancy could also prove useful if the government chooses to establish a surveillance and monitoring system as recommended in the Final Report of the Independent review of the pesticides and veterinary medicines (agvet) regulatory system in Australia.

5. It is proposed that the mapping and gap analysis be undertaken by a suitably qualified and experienced consultant, with expertise in data management at a national level. Due to the high level of expertise and subject matter knowledge required, departmental staff are not best placed to undertake this work.

6. The consultancy is proposed to begin 20 June 2022 and finish 31 October 2022. The consultant will deliver a report setting out:
   a. Relevant and useful data sources. This will take into account which of the sources provide relevant, validated data, collection methodology, quantity of data, as well as any costs or complexities associated with their collection.
   b. Any gaps in the data for which new data collection programs may need to be established.

7. The consultancy will enable the department to better understand data sources for pesticides and veterinary medicines in Australia. This aligns with the following departmental strategic priorities:
   a. Deliver policies and programs to support profitable and resilient agribusiness.
   b. Improve the status of threatened species and ecosystems.
   c. Conserve and maintain Australia's unique heritage.

8. Ernst & Young will not be approached directly to engage in the consultancy. However, the procurement will utilise an open approach to market and as such, Ernst & Young may choose to submit a tender.

9. Under caretaker conventions, the department should not enter into major contracts or undertakings during this period. However, advice to date from the procurement team is that on face value the procurement should not be affected by caretaker conventions

10. Following consideration of caretaker protocol advice on the department intranet , this procurement does not meet 'major contract' due to its limited budget. Similarly, the procurement could not be seen to commit government to a particular policy position, as it intended to inform the department about the availability of data relevant to the department's general policy responsibilities.

Financial impacts

11. The estimated cost of the consultancy is $60,000-100,000.

12. We have consulted with our Divisional Business Partners in the Financial Management Branch, who have confirmed that there is adequate budget available for current and forward periods.

13. The procurement will be funded through departmental funds, using the Agvet Chemicals Review and Projects cost centre (G61).

14. It is expected the inception payment will be made during the 2021-22 financial year, with the balance of the contract payments expended during the 2022-2023 financial year.

Farmer/stakeholder implications

15. The department does not anticipate any implications for stakeholders because the project is only intended to provide advice to the department in relation to data sources for pesticide and veterinary medicine residues, and any impacts these are having on people or the environment.

16. Appropriate consultation would be undertaken should Government agree, at some future time, to implement a residue monitoring program such as the one recommended by the Independent review of the pesticides and veterinary medicines regulatory system in Australia.

Clearing officer

Name: s. 47F(1)
Position: Assistant Secretary (A/g)
Branch/division: Agvet Chemicals and Forestry
Phone (landline): 02 627s. 47F(1)
Phone (mobile): s. 47F(1)
Date document forwarded to decision-maker: [/dd/04/2022]

Contact officer

Name: s. 47F(1)
Section: Agvet Chemicals Review and Projects
Phone (landline): 02 627s. 47F(1)

Australian Government
Department of Agriculture, Water and the Environment

PROCUREMENT PLAN

Research consultancy to identify agvet chemical data sources

PROCUREMENT DESCRIPTION/OUTCOME

The Department of Agriculture, Water and the Environment (the department) has policy responsibility for agricultural and veterinary (agvet) chemicals authorisation (supply) in Australia. As part of this responsibility, the department must ensure that policy settings and legislation for agvet chemicals ensure their safe and effective use, without causing undue harm to people or the environment. The department also represents the Australian government at various international fora, where policy and regulatory settings are discussed.

However, despite data being provided to the supply regulator at the time of authorisation of agvet chemicals, there is little data currently available to the department regarding human health or environmental fate of agvet chemicals in Australia in 'field' conditions. Similarly, the department has little information about the presence of agvet chemicals in treated produce sold domestically within Australia. The paucity of available 'field' data poses risks to the Australian government in both policy development and in international fora, when discussing the integrity and effectiveness of the Australian regulatory system.

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The data sources identified through this consultancy could also prove useful if the government chooses to establish a surveillance and monitoring system as recommended in the Final Report of the Independent review of the pesticides and veterinary medicines (agvet) regulatory system in Australia.

Due to the breadth and complexity of agvet chemical use in Australia, the mapping must consider a wide variety of data sources. For example, it must give consideration to:

- Existing state and territory environmental monitoring programs (for example Great Barrier Reef monitoring data).
- Annual agvet chemical sales data.
- Domestic produce monitoring data (industry and government).
- Public health data (including notifiable diseases data and poisons information centre data).
- WHS reporting data (such as workers compensation data and fatalities data).

It is proposed that the mapping and gap analysis be undertaken by a suitably qualified and experienced consultant, with expertise in data management at a national level. Due to the high level of expertise and subject matter knowledge required, departmental staff are not best placed to undertake this work. The procurement will deliver a report setting out:

1. Which sources of data are relevant and useful to the department and which are not, including the reasons. This will take into account which of the sources provide

relevant validated data, collection methodology, quantity of data, as well as any costs or complexities associated with their collection.

2. Any gaps in the available data which the Department should establish new data collection programs to fill.

3. Recommendations on \ how data gaps can be filled in the most efficient and effective way.

SPECIFICATIONS

The procurement specifications outlined in the approach to market will be as follows:

The Department of Agriculture, Water and the Environment (the department) is responsible for the Commonwealth agricultural and veterinary chemicals (agvet) regulatory system. This regulatory system ensures that the agvet chemicals used in Australia are safe and effective.

The department is currently investigating how we can better monitor the effectiveness of the agvet chemicals regulatory system and provide assurance that the controls on these products are effective and not leading to poor environmental or human health outcomes. The department is seeking to engage a suitably skilled and experienced consultant to map current sources of data on agvet chemicals in use in Australia.

The successful tenderer will be required to investigate and report on sources of data related to agvet chemical use within Australia. Specifically, they will:

1. **Identify relevant sources of data on the use and fate of agvet chemicals in Australia.** The successful tenderer must provide an assessment of these data sources to the department, and that list must contain (at minimum) the name of the dataset, a description of the data it contains, the identity of the person or organisation who has control or ownership of the data.

2. **Analyse the data sources to determine how relevant they are to the department requirements.** The successful tenderer must determine which of the identified data sources the department should use to monitor the effectiveness of the agvet regulatory framework. When monitoring the effectiveness of the regulatory framework, the department considers the following issues of particular importance:

   - Human health data on agvet chemicals, for example from biological monitoring.
   - Agvet chemical residues on or in domestic agricultural produce and in the Australian environment.

   The tenderer should consider all agvet chemicals currently or previously used in Australia, but give specific consideration to:

   - Agvet chemicals listed under the international conventions to which Australia is a party (for example Stockholm Convention on persistent organic pollutants).
   - Agvet chemicals with known human health or environmental risks.

   The analysis must also give consideration to:

   - The quantity and quality of data available, how the data is collected, sampling and validation processes, and geographic and temporal information (where relevant).
   - The data’s format and accessibility

- The data owner's willingness to share the data.
- Any costs associated with obtaining the data.

3. **Identify any gaps in the data.** The successful tender must consider if the data sources identified to date meet the criteria set out by the department. Any areas where the data is does not meet these criteria must be identified.
4. **Provide final recommendations to the department on which data sources should be included and where new data gathering programs should be developed.** The successful tender must provide the department with recommendations on:
   - Which data sources the department meet the criteria and which it should not, including the reasons why.
   - Which measures the department may take to address any gaps identified in the most efficient way possible.
5. **Report on their findings**. At completion of the project, the successful tender must provide the department with a final report setting out its findings.

POLICIES OR LEGISLATION THAT IMPACT

This procurement will be conducted in accordance with the *Public Governance, Performance and Accountability Act 2013*, Commonwealth Procurement Rules, Accountable Authority Instructions and relevant departmental policies.

The department's Indigenous Procurement Policy applies to this procurement. This policy requires us to investigate if an Indigenous business can deliver the required goods or services on a value for money basis before we approach the market. In line with this policy we have reviewed the SupplyNation database but have not identified any indigenous business with the required expertise to deliver this project. More information about the market research undertaken to inform this decision can be found in section 6 of this procurement plan.

ANY STANDARDS THAT APPLY

No Australian or international standards apply to this procurement.

MARKET RESEARCH

We have reviewed whole-of-government standing offer arrangements (i.e. panels) and whole-of-government coordinated procurement arrangements and determined there are no existing arrangements suitable to cover this procurement.

We are aware of some consultancy services who have the necessary skills and experience to undertake the work (e.g. GHD Group, EY Analytics), and expect there to be suitable tenders in response to the ATM.

We have reviewed the SupplyNation database and have not identified any Indigenous business with the required expertise to deliver this project. This research involved reviewing

Australian Government
Department of Agriculture, Water and the Environment

the capabilities of all indigenous businesses on the database which fell into the following categories or search terms:

- ‘chemicals’
- ‘research’
- ‘consulting’
- ‘agriculture’

Our understanding of the cost of this consultancy is limited by a lack of similar consultancies undertaken in the past. If no tenderers provide value for money we will investigate engaging a non-ongoing contractor to undertake the work over a longer term.

ESTIMATE VALUE

The value of the procurement has been estimated at between $60,000 and $100,000 including GST.

The total maximum anticipated value of the procurement, including all options, extensions, renewals or other mechanisms that may be executed over the life of the contract, has been estimated as $110,000 including GST.

All fees associated with the project will be negotiated prior to contract execution, the contract is not expected to include any forms of renumeration other than negotiated fees (i.e. it will not include premiums, commissions, interest or any other revenue streams). As the research and report writing are expected to be desktop based, we do not anticipate any travel fees or associated overheads.

ESTIMATED TIME-FRAME

We require that the goods and services be delivered by 31 October 2022. To meet this timeframe, our proposed contract period is from 20 June 2022 to 31 October 2022. Please see the estimated timeline below:

Activity	**Delivery date**
Prepare FAS Brief for approval	14 April 2022
Prepare procurement plan for approval	14 April2022
Prepare ATM for approval	22 April 2022
Approach market	2 May 2022
Tender period closes	30 May 2022
Evaluate tenders	13 June2022
Offer made and contract negotiation completed	16 June 2022
Engage successful tenderer	20 June 2022
Contract period finishes / Delivery of final report	31 October 2022

Our current and future year funding estimates is:

Financial Year	**Funding $’000**	**Contract term and extension options**
Current financial year (2021-2022)	$30,000	N/A

Australian Government
Department of Agriculture, Water and the Environment

Next financial year (2022-2023)	$70,000	N/A

We have consulted with our Divisional Business Partners in the Financial Management Branch, who have confirmed that funding is available and the amounts have been recorded for forward year budgets.

PROCUREMENT METHOD

As the maximum anticipated value of the procurement exceeds $80,000, the procurement will use an open tender approach to market.

While the department could choose to utilise a limited tender approach under the exemptions in Appendix A of the Commonwealth Procurement rules, an open tender approach has been chosen as it allows us to attract a wide variety of service providers for consideration.

RISK

We have identified the following risks and risk treatment strategies:

1. **Proper procurement processes are not followed.** To ensure that proper procurement processes are followed, the Agvet review and projects team will consult with procurement at each stage of the procurement and when any unforeseen issues occur.
2. **No suitable tenderers respond to the ATM, or suitable tenderers are unable to conduct the required activities.** If we are not able to engage a suitable tenderer to undertake the work, we will consider engaging a non-ongoing contractor to undertake the work over a longer period of time. While this is not the preferred outcome, risks that arise from these approaches can be managed through other means.
3. **The procurement does not meet its established timeframes.** To ensure the procurement timeframes are realistic, the project scope and project timelines will be provided to potential tenderers as part of the ATM package. The successful tenderer will also have input into the project timeline through their tender and initial meetings with us, to ensure they are confident with the timeframe. During the project, our team will have regular meetings with the successful tenderer to make sure the project is progressing successfully. Additionally, payments will be milestone based, incentivising the tenderer to deliver work on time.
4. **The tenderer misunderstands the project and the report is off-topic.** We will be available to answer questions on the ATM to make sure it is clear and easy to understand. We will also have introductory meetings with the successful tenderer to make sure they understand the project, and meetings throughout to project make sure it is progressing on the right track.
5. **The provider delivers a low quality report.** To ensure the report is of a high quality, we will undertake due diligence to ensure the successful tenderer has suitable expertise and experience, and a track record of delivering high quality work. This expertise must be in both agvet chemicals, and in data management and analysis.

Australian Government
Department of Agriculture, Water and the Environment

Additionally, we will host regular meetings with the tenderer and review drafts of their reports to provide feedback. If the drafts are not of a sufficient quality, we will address this with the tenderer. As a last resort, our contract will allow the department to reject the reports if they are not of a sufficient quality.

Note that a risk assessment template has not been completed for this procurement, as no unacceptable risks have been identified for treatment. A full risk assessment using the template is only required if an unacceptable risk is identified which requires further analysis and treatment.

EVALUATION CRITERIA

Tenders will be evaluated using the Commonwealth Contracting Suites evaluation criteria, these are:

- Meets requirements
- Proven capacity
- Total cost

These criteria will be used to determine the overall value for money of each tender.

When assessing if tenders meet requirements, the evaluation panel will consider:

- The tenderers proposed design for the research project and report (i.e. is it fit for purpose, efficient and flexible)
- The tenderers understanding of the projects aims, goals and needs

When assessing if tenderers have proven capacity, the evaluation panel will consider

- The tenderers' ability to meet the objectives, specifications and timeframe
- The past performance of the tenderer
- The performance history of personnel

Criteria will not be weighted.

The tenders will be evaluated by an evaluation panel comprised of members from the Agvet Chemicals Review and Projects Section, and the Agvet Chemicals Policy Section. Members of the evaluation panel will be selected based on their previous experience in the procurement of consultancy and their relevant subject matter expertise.

CONTRACT

As this is a low risk tender with a value under $1 million, it is mandatory that the Commonwealth Contracting Suite (CCS) be used. The CCS include the Commonwealth Contract, which incorporates the standard Commonwealth Contract Terms.

Advice on the contract may be sought from the Department's procurement or legal areas, if required.

Proposed Contract Date	
Start Date	***Finish Date***
20 June 2022	31 October 2022

Australian Government
Department of Agriculture, Water and the Environment

RESPONSIBLE BUSINESS DIVISION AND BRANCH

This procurement will be carried out by the Agvet Chemicals Review and Projects Section, within the Agvet Chemicals & Forestry Branch. This branch is part of the Agvet Chemicals, Fisheries, Forestry and Engagement Division.

The contact officer for this procurement is s. 47F(1) .

- Email: s. 47F(1) @agriculture.gov.au
- Office: 02 627s. 47F(1)

The Director of the Agvet Chemicals Review and Projects Section is Dr s. 47F(1) .

- Email: s. 47F(1) @agriculture.gov.au
- Office: 02 627s. 47F(1)

The total budget for this procurement is $110,000. The cost centre for this procurement is G61.

Date approved		**Division/Branch/Section**	
Contact Name		**Contact Phone**	

I approve the procurement plan and confirm that there will be money available in cost centre G61 at the time of entering into the procurement.

I am not aware of any conflicts of interest that would prevent me from approving this procurement plan.

.....

Julie Gaglia, First Assistant Secretary (A/g) AFFE

Position No.

s. 47F(1)

From: s. 47F(1)
Sent: Wednesday, 13 April 2022 9:02 AM
To: Gaglia, Julie
Cc: s. 47F(1) ; s. 47F(1) ; s. 47F(1) ; s. 47F(1)
Subject: FOR CLEARANCE: Procurement docs for agvet data [SEC=OFFICIAL]
Attachments: SES Brief - Data Sources Procurement.docx; Procurement Plan - Data Sources Procurement.DOCX

Hi Julie

Attached for your clearance a brief and procurement plan relating to the proposed agvet data procurement process.

Thanks
s. 47F(1)

s. 47F(1)
Acting Assistant Secretary
Agvet Chemicals & Forestry Branch
02 627s. 47F(1) | s. 47F(1)

Department of Agriculture, Water and the Environment
Agvet Chemicals, Fisheries, Forestry and Engagement Division
18 Marcus Clarke St, Canberra ACT 2601
GPO Box 858 Canberra ACT 2601

awe.gov.au

Australian Government
Department of Agriculture, Water and the Environment

Ref: D22/165007

Internal general briefing

To: Julie Gaglia, First Assistant Secretary (A/g), AFFE.

Action required: (For Decision)

Timing: 15 April 2022 to ensure procurement begins on schedule

Subject: Research consultancy to identify agvet chemicals data sources

Recommendations

1. That you give approval for the Agvet Chemicals Review and Projects Section to engage a consultant to research and identify sources of data for agvet chemicals residues in Australia, and any impacts they are having on people and the environment.

Decision: Approved/Not approved/Please discuss.

Signature of FAS:

Date: April 2022

Key points

1. The Department of Agriculture, Water and the Environment (the department) has policy responsibility for agricultural and veterinary (agvet) chemicals authorisation (supply) in Australia. As part of this responsibility, the department must ensure that policy settings and legislation for agvet chemicals ensure their safe and effective use, without causing undue harm to people or the environment. The department also represents the Australian government at various international fora, where policy and regulatory settings are discussed.
2. However, despite data being provided to the regulator at the time of authorisation of agvet chemicals, there is little data currently available to the department regarding human health or environmental fate of agvet chemicals in Australia in 'field' conditions. Similarly, the department has little information about the presence of agvet chemicals in treated produce sold domestically within Australia. The paucity of available 'field' data poses risks to the Australian government in both policy development and in international fora, when discussing the integrity and effectiveness of the Australian regulatory system.
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Financial impacts

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Clearing officer

Name: s. 47F(1) s. 47F(1)
Position: Assistant Secretary (A/g)
Branch/division: Agvet Chemicals and Forestry
Phone (landline): 02 627s. 47F(1)
Phone (mobile): s. 47F(1)
Date document forwarded to decision-maker: 13/04/2022

Contact officer

Name: s. 47F(1)
Section: Agvet Chemicals Review and Projects
Phone (landline): 02 627s. 47F(1)

Australian Government
Department of Agriculture, Water and the Environment

PROCUREMENT PLAN

Research consultancy to identify agvet chemical data sources

PROCUREMENT DESCRIPTION/OUTCOME

The Department of Agriculture, Water and the Environment (the department) has policy responsibility for agricultural and veterinary (agvet) chemicals authorisation (supply) in Australia. As part of this responsibility, the department must ensure that policy settings and legislation for agvet chemicals ensure their safe and effective use, without causing undue harm to people or the environment. The department also represents the Australian government at various international fora, where policy and regulatory settings are discussed.

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The department is currently investigating how we can better monitor the effectiveness of the agvet chemicals regulatory system and provide assurance that the controls on these products are effective and not leading to poor environmental or human health outcomes. The department is seeking to engage a suitably skilled and experienced consultant to map current sources of data on agvet chemicals in use in Australia.

The successful tenderer will be required to investigate and report on sources of data related to agvet chemical use within Australia. Specifically, they will:

1. **Identify relevant sources of data on the use and fate of agvet chemicals in Australia.** The successful tenderer must provide an assessment of these data sources to the department, and that list must contain (at minimum) the name of the dataset, a description of the data it contains, the identity of the person or organisation who has control or ownership of the data.

2. **Analyse the data sources to determine how relevant they are to the department requirements.** The successful tenderer must determine which of the identified data sources the department should use to monitor the effectiveness of the agvet regulatory framework. When monitoring the effectiveness of the regulatory framework, the department considers the following issues of particular importance:

   - Human health data on agvet chemicals, for example from biological monitoring.
   - Agvet chemical residues on or in domestic agricultural produce and in the Australian environment.

   The tenderer should consider all agvet chemicals currently or previously used in Australia, but give specific consideration to:

   - Agvet chemicals listed under the international conventions to which Australia is a party (for example Stockholm Convention on persistent organic pollutants).
   - Agvet chemicals with known human health or environmental risks.

   The analysis must also give consideration to:

   - The quantity and quality of data available, how the data is collected, sampling and validation processes, and geographic and temporal information (where relevant).
   - The data’s format and accessibility

- The data owner's willingness to share the data.
- Any costs associated with obtaining the data.

3. **Identify any gaps in the data.** The successful tender must consider if the data sources identified to date meet the criteria set out by the department. Any areas where the data is does not meet these criteria must be identified.
4. **Provide final recommendations to the department on which data sources should be included and where new data gathering programs should be developed.** The successful tender must provide the department with recommendations on:
   - Which data sources the department meet the criteria and which it should not, including the reasons why.
   - Which measures the department may take to address any gaps identified in the most efficient way possible.
5. **Report on their findings**. At completion of the project, the successful tender must provide the department with a final report setting out its findings.

POLICIES OR LEGISLATION THAT IMPACT

This procurement will be conducted in accordance with the *Public Governance, Performance and Accountability Act 2013*, Commonwealth Procurement Rules, Accountable Authority Instructions and relevant departmental policies.

The department's Indigenous Procurement Policy applies to this procurement. This policy requires us to investigate if an Indigenous business can deliver the required goods or services on a value for money basis before we approach the market. In line with this policy we have reviewed the SupplyNation database but have not identified any indigenous business with the required expertise to deliver this project. More information about the market research undertaken to inform this decision can be found in section 6 of this procurement plan.

ANY STANDARDS THAT APPLY

No Australian or international standards apply to this procurement.

MARKET RESEARCH

We have reviewed whole-of-government standing offer arrangements (i.e. panels) and whole-of-government coordinated procurement arrangements and determined there are no existing arrangements suitable to cover this procurement.

We are aware of some consultancy services who have the necessary skills and experience to undertake the work (e.g. GHD Group, EY Analytics), and expect there to be suitable tenders in response to the ATM.

We have reviewed the SupplyNation database and have not identified any Indigenous business with the required expertise to deliver this project. This research involved reviewing

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Department of Agriculture, Water and the Environment

the capabilities of all indigenous businesses on the database which fell into the following categories or search terms:

- ‘chemicals’
- ‘research’
- ‘consulting’
- ‘agriculture’

Our understanding of the cost of this consultancy is limited by a lack of similar consultancies undertaken in the past. If no tenderers provide value for money we will investigate engaging a non-ongoing contractor to undertake the work over a longer term.

ESTIMATE VALUE

The value of the procurement has been estimated at between $60,000 and $100,000 including GST.

The total maximum anticipated value of the procurement, including all options, extensions, renewals or other mechanisms that may be executed over the life of the contract, has been estimated as $110,000 including GST.

All fees associated with the project will be negotiated prior to contract execution, the contract is not expected to include any forms of renumeration other than negotiated fees (i.e. it will not include premiums, commissions, interest or any other revenue streams). As the research and report writing are expected to be desktop based, we do not anticipate any travel fees or associated overheads.

ESTIMATED TIME-FRAME

We require that the goods and services be delivered by 31 October 2022. To meet this timeframe, our proposed contract period is from 20 June 2022 to 31 October 2022. Please see the estimated timeline below:

Activity	**Delivery date**
Prepare FAS Brief for approval	14 April 2022
Prepare procurement plan for approval	14 April2022
Prepare ATM for approval	22 April 2022
Approach market	2 May 2022
Tender period closes	30 May 2022
Evaluate tenders	13 June2022
Offer made and contract negotiation completed	16 June 2022
Engage successful tenderer	20 June 2022
Contract period finishes / Delivery of final report	31 October 2022

Our current and future year funding estimates is:

Financial Year	**Funding $’000**	**Contract term and extension options**
Current financial year (2021-2022)	$30,000	N/A

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Department of Agriculture, Water and the Environment

Next financial year (2022-2023)	$70,000	N/A

We have consulted with our Divisional Business Partners in the Financial Management Branch, who have confirmed that funding is available and the amounts have been recorded for forward year budgets.

PROCUREMENT METHOD

As the maximum anticipated value of the procurement exceeds $80,000, the procurement will use an open tender approach to market.

While the department could choose to utilise a limited tender approach under the exemptions in Appendix A of the Commonwealth Procurement rules, an open tender approach has been chosen as it allows us to attract a wide variety of service providers for consideration.

RISK

We have identified the following risks and risk treatment strategies:

1. **Proper procurement processes are not followed.** To ensure that proper procurement processes are followed, the Agvet review and projects team will consult with procurement at each stage of the procurement and when any unforeseen issues occur.
2. **No suitable tenderers respond to the ATM, or suitable tenderers are unable to conduct the required activities.** If we are not able to engage a suitable tenderer to undertake the work, we will consider engaging a non-ongoing contractor to undertake the work over a longer period of time. While this is not the preferred outcome, risks that arise from these approaches can be managed through other means.
3. **The procurement does not meet its established timeframes.** To ensure the procurement timeframes are realistic, the project scope and project timelines will be provided to potential tenderers as part of the ATM package. The successful tenderer will also have input into the project timeline through their tender and initial meetings with us, to ensure they are confident with the timeframe. During the project, our team will have regular meetings with the successful tenderer to make sure the project is progressing successfully. Additionally, payments will be milestone based, incentivising the tenderer to deliver work on time.
4. **The tenderer misunderstands the project and the report is off-topic.** We will be available to answer questions on the ATM to make sure it is clear and easy to understand. We will also have introductory meetings with the successful tenderer to make sure they understand the project, and meetings throughout to project make sure it is progressing on the right track.
5. **The provider delivers a low quality report.** To ensure the report is of a high quality, we will undertake due diligence to ensure the successful tenderer has suitable expertise and experience, and a track record of delivering high quality work. This expertise must be in both agvet chemicals, and in data management and analysis.

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Department of Agriculture, Water and the Environment

Additionally, we will host regular meetings with the tenderer and review drafts of their reports to provide feedback. If the drafts are not of a sufficient quality, we will address this with the tenderer. As a last resort, our contract will allow the department to reject the reports if they are not of a sufficient quality.

Note that a risk assessment template has not been completed for this procurement, as no unacceptable risks have been identified for treatment. A full risk assessment using the template is only required if an unacceptable risk is identified which requires further analysis and treatment.

EVALUATION CRITERIA

Tenders will be evaluated using the Commonwealth Contracting Suites evaluation criteria, these are:

- Meets requirements
- Proven capacity
- Total cost

These criteria will be used to determine the overall value for money of each tender.

When assessing if tenders meet requirements, the evaluation panel will consider:

- The tenderers proposed design for the research project and report (i.e. is it fit for purpose, efficient and flexible)
- The tenderers understanding of the projects aims, goals and needs

When assessing if tenderers have proven capacity, the evaluation panel will consider

- The tenderers' ability to meet the objectives, specifications and timeframe
- The past performance of the tenderer
- The performance history of personnel

Criteria will not be weighted.

The tenders will be evaluated by an evaluation panel comprised of members from the Agvet Chemicals Review and Projects Section, and the Agvet Chemicals Policy Section. Members of the evaluation panel will be selected based on their previous experience in the procurement of consultancy and their relevant subject matter expertise.

CONTRACT

As this is a low risk tender with a value under $1 million, it is mandatory that the Commonwealth Contracting Suite (CCS) be used. The CCS include the Commonwealth Contract, which incorporates the standard Commonwealth Contract Terms.

Advice on the contract may be sought from the Department's procurement or legal areas, if required.

Proposed Contract Date	
Start Date	***Finish Date***
20 June 2022	31 October 2022

Australian Government
Department of Agriculture, Water and the Environment

RESPONSIBLE BUSINESS DIVISION AND BRANCH

This procurement will be carried out by the Agvet Chemicals Review and Projects Section, within the Agvet Chemicals & Forestry Branch. This branch is part of the Agvet Chemicals, Fisheries, Forestry and Engagement Division.

The contact officer for this procurement is s. 47F(1) .

- Email: s. 47F(1) @agriculture.gov.au
- Office: 02 627s. 47F(1)

The Director of the Agvet Chemicals Review and Projects Section is Dr s. 47F(1) .

- Email: s. 47F(1) @agriculture.gov.au
- Office: 02 627s. 47F(1)

The total budget for this procurement is $110,000. The cost centre for this procurement is G61.

Date approved		**Division/Branch/Section**	
Contact Name		**Contact Phone**	

I approve the procurement plan and confirm that there will be money available in cost centre G61 at the time of entering into the procurement.

I am not aware of any conflicts of interest that would prevent me from approving this procurement plan.

.....

Julie Gaglia, First Assistant Secretary (A/g) AFFE

Position No.

s. 47F(1)

From: s. 47F(1)
Sent: Wednesday, 13 April 2022 3:48 PM
To: s. 47F(1)
Subject: RE: FOR CLEARANCE: Procurement docs for agvet data [SEC=OFFICIAL]
Attachments: Procurement Plan - Data Sources Procurement _ updated to reflect JG's comments.docx

Hey s. 47F(

I've mad some minor amendments to the specifications in the procurement plan to address Julie's comments (attached).

Once we have a final version I will save signed copies into RM.

Cheers

From: s. 47F(1) @agriculture.gov.au>
Sent: Wednesday, 13 April 2022 12:05 PM
To: Gaglia, Julie <Julie.Gaglia@agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
Cc: s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
Subject: RE: FOR CLEARANCE: Procurement docs for agvet data [SEC=OFFICIAL]

Thanks Julie,

We'll amend and then run it past you on it's way out the door.

Cheers

s. 47F(

From: Gaglia, Julie <Julie.Gaglia@agriculture.gov.au>
Sent: Wednesday, 13 April 2022 11:44 AM
To: s. 47F(1) @agriculture.gov.au>
Cc: s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
Subject: RE: FOR CLEARANCE: Procurement docs for agvet data [SEC=OFFICIAL]

Thanks for this, I have signed and approved it but I would like the procurement to be a bit stronger on the need for the project to provide more detail on the likelihood of the Commonwealth being able to access the data sources they identify and what that will entail.

From: s. 47F(1) @agriculture.gov.au>
Sent: Wednesday, 13 April 2022 9:02 AM
To: Gaglia, Julie <Julie.Gaglia@agriculture.gov.au>
Cc: s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
Subject: FOR CLEARANCE: Procurement docs for agvet data [SEC=OFFICIAL]

Hi Julie

Attached for your clearance a brief and procurement plan relating to the proposed agvet data procurement process.

Thanks
s. 47F(1)

s. 47F(1)
Acting Assistant Secretary
Agvet Chemicals & Forestry Branch
02 627s. 47F(1) | s. 47F(1)

Department of Agriculture, Water and the Environment
Agvet Chemicals, Fisheries, Forestry and Engagement Division
18 Marcus Clarke St, Canberra ACT 2601
GPO Box 858 Canberra ACT 2601

awe.gov.au

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Department of Agriculture, Water and the Environment

PROCUREMENT PLAN

Research consultancy to identify agvet chemical data sources

PROCUREMENT DESCRIPTION/OUTCOME

The Department of Agriculture, Water and the Environment (the department) has policy responsibility for agricultural and veterinary (agvet) chemicals authorisation (supply) in Australia. As part of this responsibility, the department must ensure that policy settings and legislation for agvet chemicals ensure their safe and effective use, without causing undue harm to people or the environment. The department also represents the Australian government at various international fora, where policy and regulatory settings are discussed.

However, despite data being provided to the supply regulator at the time of authorisation of agvet chemicals, there is little data currently available to the department regarding human health or environmental fate of agvet chemicals in Australia in 'field' conditions. Similarly, the department has little information about the presence of agvet chemicals in treated produce sold domestically within Australia. The paucity of available 'field' data poses risks to the Australian government in both policy development and in international fora, when discussing the integrity and effectiveness of the Australian regulatory system.

This procurement aims to map all current sources of data on agvet chemical use in Australia, such as state and territory, industry, or academic monitoring programs which could be leveraged to inform the department. This will allow us to determine if current data sources are sufficient to inform us about agvet chemical use in Australia. The mapping exercise will also allow the identification of any gaps where new data is needed.

The data sources identified through this consultancy could also prove useful if the government chooses to establish a surveillance and monitoring system as recommended in the Final Report of the Independent review of the pesticides and veterinary medicines (agvet) regulatory system in Australia.

Due to the breadth and complexity of agvet chemical use in Australia, the mapping must consider a wide variety of data sources. For example, it must give consideration to:

- Existing state and territory environmental monitoring programs (for example Great Barrier Reef monitoring data).
- Annual agvet chemical sales data.
- Domestic produce monitoring data (industry and government).
- Public health data (including notifiable diseases data and poisons information centre data).
- WHS reporting data (such as workers compensation data and fatalities data).

It is proposed that the mapping and gap analysis be undertaken by a suitably qualified and experienced consultant, with expertise in data management at a national level. Due to the high level of expertise and subject matter knowledge required, departmental staff are not best placed to undertake this work. The procurement will deliver a report setting out:

1. Which sources of data are relevant and useful to the department and which are not, including the reasons. This will take into account which of the sources provide

relevant validated data, collection methodology, quantity of data, as well as any costs or complexities associated with their collection.

2. Any gaps in the available data which the Department should establish new data collection programs to fill.

3. Recommendations on \ how data gaps can be filled in the most efficient and effective way.

SPECIFICATIONS

The procurement specifications outlined in the approach to market will be as follows:

The Department of Agriculture, Water and the Environment (the department) is responsible for the Commonwealth agricultural and veterinary chemicals (agvet) regulatory system. This regulatory system ensures that the agvet chemicals used in Australia are safe and effective.

The department is currently investigating how we can better monitor the effectiveness of the agvet chemicals regulatory system and provide assurance that the controls on these products are effective and not leading to poor environmental or human health outcomes. The department is seeking to engage a suitably skilled and experienced consultant to map current sources of data on agvet chemicals in use in Australia.

The successful tenderer will be required to investigate and report on sources of data related to agvet chemical use within Australia. Specifically, they will:

1. **Identify relevant sources of data on the use and fate of agvet chemicals in Australia.** The successful tenderer must provide ~~an assessment~~a list of these data sources to the department, and that list must contain (at minimum) the name of the dataset, a description of the data it contains, the identity of the person or organisation who has control or ownership of the data.

2. ~~**Analyse**~~ **Assess the data sources to determine how relevant they are to the department requirements.** The successful tenderer must determine which of the identified data sources the department should use to monitor the effectiveness of the agvet regulatory framework, and must provide a copy of their assessment to the department. ~~.~~

   ~~2.~~ When monitoring the effectiveness of the regulatory framework, the department considers the following issues of particular importance:

   - Human health data on agvet chemicals, for example from biological monitoring.
   - Agvet chemical residues on or in domestic agricultural produce and in the Australian environment.

   The tenderer should consider all agvet chemicals currently or previously used in Australia, but give specific consideration to:

   - Agvet chemicals listed under the international conventions to which Australia is a party (for example Stockholm Convention on persistent organic pollutants).
   - Agvet chemicals with known human health or environmental risks.

   The ~~analysis~~ assessment must also give consideration to:

Commented [SC1]: If we're asking for an assessment wouldn't that be more appropriate at the end of stage two. As that's when the assessment really happens? I've added some detail in under item two to say they must provide a copy of their assessment to the department.

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- The quantity and quality of data available, including how the data is collected, sampling and validation processes, and geographic and temporal information (where relevant).
- The data's format and accessibility
- Any costs associated with obtaining the data.
- ~~The data owner's willingness to share the data.~~
- ~~Any costs associated with obtaining the data.~~Any impediments that stand in the way of the department being able to access and utilise the data, including t~~T~~he data owner's willingness to share the data.
- Any additional steps the department would need to take to gain access to the data, such as entering into data sharing agreements.
- The overall likelihood of the department being able to access and utilise the data.
- ~~•~~

4.3. **Identify any gaps in the data.** The successful tender must consider if the data sources identified to date meet the criteria set out by the department. Any areas where the data is does not meet these criteria must be identified.

~~5.~~4. **Provide final recommendations to the department on which data sources should be included and where new data gathering programs should be developed.** The successful tender must provide the department with recommendations on:

- Which data sources the department meet the criteria and which it should not, including the reasons why.
- Which measures the department may take to address any gaps identified in the most efficient way possible.

~~6.~~5. **Report on their findings**. At completion of the project, the successful tender must provide the department with a final report setting out its findings.

POLICIES OR LEGISLATION THAT IMPACT

This procurement will be conducted in accordance with the *Public Governance, Performance and Accountability Act 2013*, Commonwealth Procurement Rules, Accountable Authority Instructions and relevant departmental policies.

The department's Indigenous Procurement Policy applies to this procurement. This policy requires us to investigate if an Indigenous business can deliver the required goods or services on a value for money basis before we approach the market. In line with this policy we have reviewed the SupplyNation database but have not identified any indigenous business with the required expertise to deliver this project. More information about the market research undertaken to inform this decision can be found in section 6 of this procurement plan.

ANY STANDARDS THAT APPLY

No Australian or international standards apply to this procurement.

Commented [SC2]: These changes have been made in response to Julie's request for more detail on "the likelihood of the Commonwealth being able to access the data sources they identify and what that will entail."

Commented [SC3]: Hey s. 47F I've made some tracked changes in these paragraphs in response to Julie's request for more detail on "the likelihood of the Commonwealth being able to access the data sources they identify and what that will entail."

Let me know what you think.

Australian Government
Department of Agriculture, Water and the Environment

MARKET RESEARCH

We have reviewed whole-of-government standing offer arrangements (i.e. panels) and whole-of-government coordinated procurement arrangements and determined there are no existing arrangements suitable to cover this procurement.

We are aware of some consultancy services who have the necessary skills and experience to undertake the work (e.g. GHD Group, EY Analytics), and expect there to be suitable tenders in response to the ATM.

We have reviewed the SupplyNation database and have not identified any Indigenous business with the required expertise to deliver this project. This research involved reviewing the capabilities of all indigenous businesses on the database which fell into the following categories or search terms:

- 'chemicals'
- 'research'
- 'consulting'
- 'agriculture'

Our understanding of the cost of this consultancy is limited by a lack of similar consultancies undertaken in the past. If no tenderers provide value for money we will investigate engaging a non-ongoing contractor to undertake the work over a longer term.

ESTIMATE VALUE

The value of the procurement has been estimated at between $60,000 and $100,000 including GST.

The total maximum anticipated value of the procurement, including all options, extensions, renewals or other mechanisms that may be executed over the life of the contract, has been estimated as $110,000 including GST.

All fees associated with the project will be negotiated prior to contract execution, the contract is not expected to include any forms of renumeration other than negotiated fees (i.e. it will not include premiums, commissions, interest or any other revenue streams). As the research and report writing are expected to be desktop based, we do not anticipate any travel fees or associated overheads.

ESTIMATED TIME-FRAME

We require that the goods and services be delivered by 31 October 2022. To meet this timeframe, our proposed contract period is from 20 June 2022 to 31 October 2022. Please see the estimated timeline below:

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Approach market	2 May 2022

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Department of Agriculture, Water and the Environment

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Contract period finishes / Delivery of final report	31 October 2022

Our current and future year funding estimates is:

Financial Year	Funding $'000	Contract term and extension options
Current financial year (2021-2022)	$30,000	N/A
Next financial year (2022-2023)	$70,000	N/A

We have consulted with our Divisional Business Partners in the Financial Management Branch, who have confirmed that funding is available and the amounts have been recorded for forward year budgets.

PROCUREMENT METHOD

As the maximum anticipated value of the procurement exceeds $80,000, the procurement will use an open tender approach to market.

While the department could choose to utilise a limited tender approach under the exemptions in Appendix A of the Commonwealth Procurement rules, an open tender approach has been chosen as it allows us to attract a wide variety of service providers for consideration.

RISK

We have identified the following risks and risk treatment strategies:

1. **Proper procurement processes are not followed.** To ensure that proper procurement processes are followed, the Agvet review and projects team will consult with procurement at each stage of the procurement and when any unforeseen issues occur.
2. **No suitable tenderers respond to the ATM, or suitable tenderers are unable to conduct the required activities.** If we are not able to engage a suitable tenderer to undertake the work, we will consider engaging a non-ongoing contractor to undertake the work over a longer period of time. While this is not the preferred outcome, risks that arise from these approaches can be managed through other means.
3. **The procurement does not meet its established timeframes.** To ensure the procurement timeframes are realistic, the project scope and project timelines will be provided to potential tenderers as part of the ATM package. The successful tenderer will also have input into the project timeline through their tender and initial meetings with us, to ensure they are confident with the timeframe. During the project, our team will have regular meetings with the successful tenderer to make sure the project is

progressing successfully. Additionally, payments will be milestone based, incentivising the tenderer to deliver work on time.

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5. **The provider delivers a low quality report.** To ensure the report is of a high quality, we will undertake due diligence to ensure the successful tenderer has suitable expertise and experience, and a track record of delivering high quality work. This expertise must be in both agvet chemicals, and in data management and analysis. Additionally, we will host regular meetings with the tenderer and review drafts of their reports to provide feedback. If the drafts are not of a sufficient quality, we will address this with the tenderer. As a last resort, our contract will allow the department to reject the reports if they are not of a sufficient quality.

Note that a risk assessment template has not been completed for this procurement, as no unacceptable risks have been identified for treatment. A full risk assessment using the template is only required if an unacceptable risk is identified which requires further analysis and treatment.

EVALUATION CRITERIA

Tenders will be evaluated using the Commonwealth Contracting Suites evaluation criteria, these are:

- Meets requirements
- Proven capacity
- Total cost

These criteria will be used to determine the overall value for money of each tender.

When assessing if tenders meet requirements, the evaluation panel will consider:

- The tenderers proposed design for the research project and report (i.e. is it fit for purpose, efficient and flexible)
- The tenderers understanding of the projects aims, goals and needs

When assessing if tenderers have proven capacity, the evaluation panel will consider

- The tenderers' ability to meet the objectives, specifications and timeframe
- The past performance of the tenderer
- The performance history of personnel

Criteria will not be weighted.

The tenders will be evaluated by an evaluation panel comprised of members from the Agvet Chemicals Review and Projects Section, and the Agvet Chemicals Policy Section. Members of the evaluation panel will be selected based on their previous experience in the procurement of consultancy and their relevant subject matter expertise.

CONTRACT

As this is a low risk tender with a value under $1 million, it is mandatory that the Commonwealth Contracting Suite (CCS) be used. The CCS include the Commonwealth Contract, which incorporates the standard Commonwealth Contract Terms.

Advice on the contract may be sought from the Department's procurement or legal areas, if required.

Proposed Contract Date	
Start Date	***Finish Date***
20 June 2022	31 October 2022

RESPONSIBLE BUSINESS DIVISION AND BRANCH

This procurement will be carried out by the Agvet Chemicals Review and Projects Section, within the Agvet Chemicals & Forestry Branch. This branch is part of the Agvet Chemicals, Fisheries, Forestry and Engagement Division.

The contact officer for this procurement is s. 47F(1) .

- Email: s. 47F(1) @agriculture.gov.au
- Office: 02 627s. 47F(1)

The Director of the Agvet Chemicals Review and Projects Section is Dr s. 47F(1) .

- Email: s. 47F(1) @agriculture.gov.au
- Office: 02 627s. 47F(1)

The total budget for this procurement is $110,000. The cost centre for this procurement is G61.

Date approved		**Division/Branch/Section**	
Contact Name		**Contact Phone**	

I approve the procurement plan and confirm that there will be money available in cost centre G61 at the time of entering into the procurement.

I am not aware of any conflicts of interest that would prevent me from approving this procurement plan.

Australian Government
Department of Agriculture, Water and the Environment

s. 47F(1)

.....

Julie Gaglia, First Assistant Secretary (A/g) AFFE

100532

14/04/2022

s. 47F(1)

From: s. 47F(1)
Sent: Thursday, 14 April 2022 12:16 PM
To: s. 47F(1)
Subject: RE: FOR CLEARANCE: Procurement docs for agvet data [SEC=OFFICIAL]
Attachments: Procurement Plan - Data Sources Procurement _ updated to reflect JG's comments_PT.docx

Follow Up Flag: Follow up
Flag Status: Completed

Hi s. 47F(1)

I have made a couple of minor amendments and happy for it to go forward.

Cheers

s. 47F(

From: s. 47F(1) @agriculture.gov.au>
Sent: Wednesday, 13 April 2022 3:48 PM
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Thanks Julie,

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From: s. 47F(1) @agriculture.gov.au>
Sent: Wednesday, 13 April 2022 9:02 AM
To: Gaglia, Julie <Julie.Gaglia@agriculture.gov.au>
Cc: s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
Subject: FOR CLEARANCE: Procurement docs for agvet data [SEC=OFFICIAL]

Hi Julie

Attached for your clearance a brief and procurement plan relating to the proposed agvet data procurement process.

Thanks
s. 47F(1)

s. 47F(1)
Acting Assistant Secretary
Agvet Chemicals & Forestry Branch
02 627s. 47F(1) | s. 47F(1)

Department of Agriculture, Water and the Environment
Agvet Chemicals, Fisheries, Forestry and Engagement Division
18 Marcus Clarke St, Canberra ACT 2601
GPO Box 858 Canberra ACT 2601

awe.gov.au

Australian Government
Department of Agriculture, Water and the Environment

PROCUREMENT PLAN

Research consultancy to identify agvet chemical data sources

PROCUREMENT DESCRIPTION/OUTCOME

The Department of Agriculture, Water and the Environment (the department) has policy responsibility for agricultural and veterinary (agvet) chemicals authorisation (supply) in Australia. As part of this responsibility, the department must ensure that policy settings and legislation for agvet chemicals ensure their safe and effective use, without causing undue harm to people or the environment. The department also represents the Australian government at various international fora, where policy and regulatory settings are discussed.

However, despite data being provided to the supply regulator at the time of authorisation of agvet chemicals, there is little data currently available to the department regarding human health or environmental fate of agvet chemicals in Australia in 'field' conditions. Similarly, the department has little information about the presence of agvet chemicals in treated produce sold domestically within Australia. The paucity of available 'field' data poses risks to the Australian government in both policy development and in international fora, when discussing the integrity and effectiveness of the Australian regulatory system.

This procurement aims to map all current sources of data on agvet chemical use in Australia, such as state and territory, industry, or academic monitoring programs which could be leveraged to inform the department. This will allow us to determine if current data sources are sufficient to inform us about agvet chemical use in Australia. The mapping exercise will also allow the identification of any gaps where new data is needed.

The data sources identified through this consultancy could also prove useful if the government chooses to establish a surveillance and monitoring system as recommended in the Final Report of the Independent review of the pesticides and veterinary medicines (agvet) regulatory system in Australia.

Due to the breadth and complexity of agvet chemical use in Australia, the mapping must consider a wide variety of data sources. For example, it must give consideration to:

- Existing state and territory environmental monitoring programs (for example Great Barrier Reef monitoring data).
- Annual agvet chemical sales data.
- Domestic produce monitoring data (industry and government).
- Public health data (including notifiable diseases data and poisons information centre data).
- WHS reporting data (such as workers compensation data and fatalities data).

It is proposed that the mapping and gap analysis be undertaken by a suitably qualified and experienced consultant, with expertise in data management at a national level. Due to the high level of expertise and subject matter knowledge required, departmental staff are not best placed to undertake this work. The procurement will deliver a report setting out:

1. Which sources of data are relevant and useful to the department and which are not, including the reasons. This will take into account which of the sources provide

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Department of Agriculture, Water and the Environment

relevant validated data, collection methodology, quantity of data, as well as any costs or complexities associated with their collection.

2. Any gaps in the available data which the Department should establish new data collection programs to fill.

3. Recommendations on \ how data gaps can be filled in the most efficient and effective way.

SPECIFICATIONS

The procurement specifications outlined in the approach to market will be as follows:

The Department of Agriculture, Water and the Environment (the department) is responsible for the Commonwealth agricultural and veterinary chemicals (agvet) regulatory system. This regulatory system ensures that the agvet chemicals used in Australia are safe and effective.

The department is currently investigating how we can better monitor the effectiveness of the agvet chemicals regulatory system and provide assurance that the controls on these products are effective and not leading to poor environmental or human health outcomes. The department is seeking to engage a suitably skilled and experienced consultant to map current sources of data on agvet chemicals in use in Australia.

The successful tenderer will be required to investigate and report on sources of data related to agvet chemical use within Australia. Specifically, they will:

1. **Identify relevant sources of data on the use and fate of agvet chemicals in Australia.** The successful tenderer must provide a list of these data sources to the department, and that list must contain (at minimum) the name of the dataset, a description of the data it contains, the identity of the person or organisation who has control or ownership of the data.

2. **Assess the data sources to determine how relevant they are to the department requirements.** The successful tenderer must determine which of the identified data sources the department should use to monitor the effectiveness of the agvet regulatory framework, and must provide their assessment to the department.

   When monitoring the effectiveness of the regulatory framework, the department considers the following issues of particular importance:

   - Human health data on agvet chemicals, for example from biological monitoring.
   - Agvet chemical residues on or in domestic agricultural produce and in the Australian environment.

   The tenderer should consider all agvet chemicals currently or previously used in Australia, but give specific consideration to:

   - Agvet chemicals listed under the international conventions to which Australia is a party (for example Stockholm Convention on persistent organic pollutants).
   - Agvet chemicals with known human health or environmental risks.

   The assessment must also give consideration to:

   - The quantity and quality of data available, including how the data is collected, sampling and validation processes, and geographic and temporal information (where relevant).

- The data's format and accessibility
- Any costs associated with obtaining the data.
- Any impediments that stand in the way of the department being able to access and utilise the data, including the data owner's willingness to provide ~~share~~ the data.
- Any additional steps the department would need to take to gain access to the data, such as entering into data purchasing/~~-~~licensing/sharing agreements.
- The overall likelihood of the department being able to access and utilise the data.

3. **Identify any gaps in the data.** The successful tender must consider if the data sources identified to date meet the criteria set out by the department. Any areas where the data is does not meet these criteria must be identified.
4. **Provide final recommendations to the department on which data sources should be included and where new data gathering programs should be developed.** The successful tender must provide the department with recommendations on:
   - Which data sources the department meet the criteria and which it should not, including the reasons why.
   - Which measures the department may take to address any gaps identified in the most efficient way possible.
5. **Report on their findings**. At completion of the project, the successful tender must provide the department with a final report setting out its findings.

Commented [SC1]: Hey s. 47, I've made some tracked changes in these paragraphs in response to Julie's request for more detail on "the likelihood of the Commonwealth being able to access the data sources they identify and what that will entail."

Let me know what you think.

Commented [TP2R1]: I made a couple of Minor changes here, but nothing significant.

POLICIES OR LEGISLATION THAT IMPACT

This procurement will be conducted in accordance with the *Public Governance, Performance and Accountability Act 2013*, Commonwealth Procurement Rules, Accountable Authority Instructions and relevant departmental policies.

The department's Indigenous Procurement Policy applies to this procurement. This policy requires us to investigate if an Indigenous business can deliver the required goods or services on a value for money basis before we approach the market. In line with this policy we have reviewed the SupplyNation database but have not identified any indigenous business with the required expertise to deliver this project. More information about the market research undertaken to inform this decision can be found in section 6 of this procurement plan.

ANY STANDARDS THAT APPLY

No Australian or international standards apply to this procurement.

MARKET RESEARCH

We have reviewed whole-of-government standing offer arrangements (i.e. panels) and whole-of-government coordinated procurement arrangements and determined there are no existing arrangements suitable to cover this procurement.

We are aware of some consultancy services who have the necessary skills and experience to undertake the work (e.g. GHD Group, EY Analytics), and expect there to be suitable tenders in response to the ATM.

We have reviewed the SupplyNation database and have not identified any Indigenous business with the required expertise to deliver this project. This research involved reviewing the capabilities of all indigenous businesses on the database which fell into the following categories or search terms:

- 'chemicals'
- 'research'
- 'consulting'
- 'agriculture'

Our understanding of the cost of this consultancy is limited by a lack of similar consultancies undertaken in the past. If no tenderers provide value for money we will investigate engaging a non-ongoing contractor to undertake the work over a longer term.

ESTIMATE VALUE

The value of the procurement has been estimated at between $60,000 and $100,000 including GST.

The total maximum anticipated value of the procurement, including all options, extensions, renewals or other mechanisms that may be executed over the life of the contract, has been estimated as $110,000 including GST.

All fees associated with the project will be negotiated prior to contract execution, the contract is not expected to include any forms of renumeration other than negotiated fees (i.e. it will not include premiums, commissions, interest or any other revenue streams). As the research and report writing are expected to be desktop based, we do not anticipate any travel fees or associated overheads.

ESTIMATED TIME-FRAME

We require that the goods and services be delivered by 31 October 2022. To meet this timeframe, our proposed contract period is from 20 June 2022 to 31 October 2022. Please see the estimated timeline below:

Activity	Delivery date
Prepare FAS Brief for approval	14 April 2022
Prepare procurement plan for approval	14 April2022
Prepare ATM for approval	22 April 2022
Approach market	2 May 2022
Tender period closes	30 May 2022
Evaluate tenders	13 June2022
Offer made and contract negotiation completed	16 June 2022
Engage successful tenderer	20 June 2022
Contract period finishes / Delivery of final report	31 October 2022

Australian Government
Department of Agriculture, Water and the Environment

Our current and future year funding estimates is:

Financial Year	Funding $'000	Contract term and extension options
Current financial year (2021-2022)	$30,000	N/A
Next financial year (2022-2023)	$70,000	N/A

We have consulted with our Divisional Business Partners in the Financial Management Branch, who have confirmed that funding is available and the amounts have been recorded for forward year budgets.

PROCUREMENT METHOD

As the maximum anticipated value of the procurement exceeds $80,000, the procurement will use an open tender approach to market.

While the department could choose to utilise a limited tender approach under the exemptions in Appendix A of the Commonwealth Procurement rules, an open tender approach has been chosen as it allows us to attract a wide variety of service providers for consideration.

RISK

We have identified the following risks and risk treatment strategies:

1. **Proper procurement processes are not followed.** To ensure that proper procurement processes are followed, the Agvet review and projects team will consult with procurement at each stage of the procurement and when any unforeseen issues occur.
2. **No suitable tenderers respond to the ATM, or suitable tenderers are unable to conduct the required activities.** If we are not able to engage a suitable tenderer to undertake the work, we will consider engaging a non-ongoing contractor to undertake the work over a longer period of time. While this is not the preferred outcome, risks that arise from these approaches can be managed through other means.
3. **The procurement does not meet its established timeframes.** To ensure the procurement timeframes are realistic, the project scope and project timelines will be provided to potential tenderers as part of the ATM package. The successful tenderer will also have input into the project timeline through their tender and initial meetings with us, to ensure they are confident with the timeframe. During the project, our team will have regular meetings with the successful tenderer to make sure the project is progressing successfully. Additionally, payments will be milestone based, incentivising the tenderer to deliver work on time.
4. **The tenderer misunderstands the project and the report is off-topic.** We will be available to answer questions on the ATM to make sure it is clear and easy to understand. We will also have introductory meetings with the successful tenderer to

make sure they understand the project, and meetings throughout to project make sure it is progressing on the right track.

5. **The provider delivers a low quality report.** To ensure the report is of a high quality, we will undertake due diligence to ensure the successful tenderer has suitable expertise and experience, and a track record of delivering high quality work. This expertise must be in both agvet chemicals, and in data management and analysis. Additionally, we will host regular meetings with the tenderer and review drafts of their reports to provide feedback. If the drafts are not of a sufficient quality, we will address this with the tenderer. As a last resort, our contract will allow the department to reject the reports if they are not of a sufficient quality.

Note that a risk assessment template has not been completed for this procurement, as no unacceptable risks have been identified for treatment. A full risk assessment using the template is only required if an unacceptable risk is identified which requires further analysis and treatment.

EVALUATION CRITERIA

Tenders will be evaluated using the Commonwealth Contracting Suites evaluation criteria, these are:

- Meets requirements
- Proven capacity
- Total cost

These criteria will be used to determine the overall value for money of each tender.

When assessing if tenders meet requirements, the evaluation panel will consider:

- The tenderers proposed design for the research project and report (i.e. is it fit for purpose, efficient and flexible)
- The tenderers understanding of the projects aims, goals and needs

When assessing if tenderers have proven capacity, the evaluation panel will consider

- The tenderers' ability to meet the objectives, specifications and timeframe
- The past performance of the tenderer
- The performance history of personnel

Criteria will not be weighted.

The tenders will be evaluated by an evaluation panel comprised of members from the Agvet Chemicals Review and Projects Section, and the Agvet Chemicals Policy Section. Members of the evaluation panel will be selected based on their previous experience in the procurement of consultancy and their relevant subject matter expertise.

CONTRACT

As this is a low risk tender with a value under $1 million, it is mandatory that the Commonwealth Contracting Suite (CCS) be used. The CCS include the Commonwealth Contract, which incorporates the standard Commonwealth Contract Terms.

Australian Government
Department of Agriculture, Water and the Environment

Advice on the contract may be sought from the Department's procurement or legal areas, if required.

Proposed Contract Date	
Start Date	***Finish Date***
20 June 2022	31 October 2022

RESPONSIBLE BUSINESS DIVISION AND BRANCH

This procurement will be carried out by the Agvet Chemicals Review and Projects Section, within the Agvet Chemicals & Forestry Branch. This branch is part of the Agvet Chemicals, Fisheries, Forestry and Engagement Division.

The contact officer for this procurement is s. 47F(1) .

- Email: s. 47F(1) @agriculture.gov.au
- Office: 02 627s. 47F(1)

The Director of the Agvet Chemicals Review and Projects Section is s. 47F(1)

- Email: s. 47F(1) @agriculture.gov.au
- Office: 02 627s. 47F(1)

The total budget for this procurement is $110,000. The cost centre for this procurement is G61.

Date approved		**Division/Branch/Section**	
Contact Name		**Contact Phone**	

I approve the procurement plan and confirm that there will be money available in cost centre G61 at the time of entering into the procurement.

I am not aware of any conflicts of interest that would prevent me from approving this procurement plan.

s. 47F(1)

.....

Australian Government
Department of Agriculture, Water and the Environment

Julie Gaglia, First Assistant Secretary (A/g) AFFE

100532

14/04/2022

s. 47F(1)

From: s. 47F(1)
Sent: Thursday, 21 April 2022 11:48 AM
To: Gaglia, Julie
Cc: s. 47F(1)
Subject: RE: FOR CLEARANCE: Procurement docs for agvet data [SEC=OFFICIAL]
Attachments: Procurement Plan - Data Sources Procurement _ updated to reflect JG's comments.docx

Hi Julie

Apologies for the delay on this, it took me a couple of days to get to it with everything else that has been going on.

Please find attached an updated version of the procurement document with additional content addressing your comment (the need for the project to provide more detail on the likelihood of the Commonwealth being able to access the data sources they identify and what that will entail). I have highlighted the relevant sections on pages 2 and 3.

Cheers
s. 47F(1)

From: s. 47F(1) @agriculture.gov.au>
Sent: Wednesday, 13 April 2022 12:05 PM
To: Gaglia, Julie <Julie.Gaglia@agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
Cc: s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
Subject: RE: FOR CLEARANCE: Procurement docs for agvet data [SEC=OFFICIAL]

Thanks Julie,

We'll amend and then run it past you on it's way out the door.

Cheers

s. 47F(

From: Gaglia, Julie <Julie.Gaglia@agriculture.gov.au>
Sent: Wednesday, 13 April 2022 11:44 AM
To: s. 47F(1) @agriculture.gov.au>
Cc: s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
Subject: RE: FOR CLEARANCE: Procurement docs for agvet data [SEC=OFFICIAL]

Thanks for this, I have signed and approved it but I would like the procurement to be a bit stronger on the need for the project to provide more detail on the likelihood of the Commonwealth being able to access the data sources they identify and what that will entail.

From: s. 47F(1) @agriculture.gov.au>
Sent: Wednesday, 13 April 2022 9:02 AM
To: Gaglia, Julie <Julie.Gaglia@agriculture.gov.au>
Cc: s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>; s. 47F(1)

s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
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Thanks
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s. 47F(1)
Acting Assistant Secretary
Agvet Chemicals & Forestry Branch
02 627s. 47F(1) | s. 47F(1)

Department of Agriculture, Water and the Environment
Agvet Chemicals, Fisheries, Forestry and Engagement Division
18 Marcus Clarke St, Canberra ACT 2601
GPO Box 858 Canberra ACT 2601

awe.gov.au

Australian Government
Department of Agriculture, Water and the Environment

PROCUREMENT PLAN

Research consultancy to identify agvet chemical data sources

PROCUREMENT DESCRIPTION/OUTCOME

The Department of Agriculture, Water and the Environment (the department) has policy responsibility for agricultural and veterinary (agvet) chemicals authorisation (supply) in Australia. As part of this responsibility, the department must ensure that policy settings and legislation for agvet chemicals ensure their safe and effective use, without causing undue harm to people or the environment. The department also represents the Australian government at various international fora, where policy and regulatory settings are discussed.

However, despite data being provided to the supply regulator at the time of authorisation of agvet chemicals, there is little data currently available to the department regarding human health or environmental fate of agvet chemicals in Australia in 'field' conditions. Similarly, the department has little information about the presence of agvet chemicals in treated produce sold domestically within Australia. The paucity of available 'field' data poses risks to the Australian government in both policy development and in international fora, when discussing the integrity and effectiveness of the Australian regulatory system.

This procurement aims to map all current sources of data on agvet chemical use in Australia, such as state and territory, industry, or academic monitoring programs which could be leveraged to inform the department. This will allow us to determine if current data sources are sufficient to inform us about agvet chemical use in Australia. The mapping exercise will also allow the identification of any gaps where new data is needed.

The data sources identified through this consultancy could also prove useful if the government chooses to establish a surveillance and monitoring system as recommended in the Final Report of the Independent review of the pesticides and veterinary medicines (agvet) regulatory system in Australia.

Due to the breadth and complexity of agvet chemical use in Australia, the mapping must consider a wide variety of data sources. For example, it must give consideration to:

- Existing state and territory environmental monitoring programs (for example Great Barrier Reef monitoring data).
- Annual agvet chemical sales data.
- Domestic produce monitoring data (industry and government).
- Public health data (including notifiable diseases data and poisons information centre data).
- WHS reporting data (such as workers compensation data and fatalities data).

It is proposed that the mapping and gap analysis be undertaken by a suitably qualified and experienced consultant, with expertise in data management at a national level. Due to the high level of expertise and subject matter knowledge required, departmental staff are not best placed to undertake this work. The procurement will deliver a report setting out:

1. Which sources of data are relevant and useful to the department and which are not, including the reasons. This will take into account which of the sources provide

relevant validated data, collection methodology, quantity of data, as well as any costs or complexities associated with their collection.

2. Any gaps in the available data which the Department should establish new data collection programs to fill.

3. Recommendations on \ how data gaps can be filled in the most efficient and effective way.

SPECIFICATIONS

The procurement specifications outlined in the approach to market will be as follows:

The Department of Agriculture, Water and the Environment (the department) is responsible for the Commonwealth agricultural and veterinary chemicals (agvet) regulatory system. This regulatory system ensures that the agvet chemicals used in Australia are safe and effective.

The department is currently investigating how we can better monitor the effectiveness of the agvet chemicals regulatory system and provide assurance that the controls on these products are effective and not leading to poor environmental or human health outcomes. The department is seeking to engage a suitably skilled and experienced consultant to map current sources of data on agvet chemicals in use in Australia.

The successful tenderer will be required to investigate and report on sources of data related to agvet chemical use within Australia. Specifically, they will:

1. **Identify relevant sources of data on the use and fate of agvet chemicals in Australia.** The successful tenderer must provide a list of these data sources to the department, and that list must contain (at minimum) the name of the dataset, a description of the data it contains, the identity of the person or organisation who has control or ownership of the data.

2. **Assess the data sources to determine how relevant they are to the department requirements.** The successful tenderer must determine which of the identified data sources the department should use to monitor the effectiveness of the agvet regulatory framework, and must provide their assessment to the department.

   When monitoring the effectiveness of the regulatory framework, the department considers the following issues of particular importance:

   - Human health data on agvet chemicals, for example from biological monitoring.
   - Agvet chemical residues on or in domestic agricultural produce and in the Australian environment.

   The tenderer should consider all agvet chemicals currently or previously used in Australia, but give specific consideration to:

   - Agvet chemicals listed under the international conventions to which Australia is a party (for example Stockholm Convention on persistent organic pollutants).
   - Agvet chemicals with known human health or environmental risks.

   The assessment must also give consideration to:

   - The quantity and quality of data available, including how the data is collected, sampling and validation processes, and geographic and temporal information (where relevant).

Australian Government
Department of Agriculture, Water and the Environment

- The data's format and accessibility
- Any costs associated with obtaining the data.
- Any impediments that stand in the way of the department being able to access and utilise the data, including the data owner's willingness to provide the data.
- Any additional steps the department would need to take to gain access to the data, such as entering into data purchasing/licensing/sharing agreements.
- The overall likelihood of the department being able to access and utilise the data.

3. **Identify any gaps in the data.** The successful tender must consider if the data sources identified to date meet the criteria set out by the department. Any areas where the data is does not meet these criteria must be identified.
4. **Provide final recommendations to the department on which data sources should be included and where new data gathering programs should be developed.** The successful tender must provide the department with recommendations on:
   - Which data sources the department meet the criteria and which it should not, including the reasons why.
   - Which measures the department may take to address any gaps identified in the most efficient way possible.
5. **Report on their findings**. At completion of the project, the successful tender must provide the department with a final report setting out its findings.

POLICIES OR LEGISLATION THAT IMPACT

This procurement will be conducted in accordance with the *Public Governance, Performance and Accountability Act 2013*, Commonwealth Procurement Rules, Accountable Authority Instructions and relevant departmental policies.

The department's Indigenous Procurement Policy applies to this procurement. This policy requires us to investigate if an Indigenous business can deliver the required goods or services on a value for money basis before we approach the market. In line with this policy we have reviewed the SupplyNation database but have not identified any indigenous business with the required expertise to deliver this project. More information about the market research undertaken to inform this decision can be found in section 6 of this procurement plan.

ANY STANDARDS THAT APPLY

No Australian or international standards apply to this procurement.

MARKET RESEARCH

We have reviewed whole-of-government standing offer arrangements (i.e. panels) and whole-of-government coordinated procurement arrangements and determined there are no existing arrangements suitable to cover this procurement.

We are aware of some consultancy services who have the necessary skills and experience to undertake the work (e.g. GHD Group, EY Analytics), and expect there to be suitable tenders in response to the ATM.

We have reviewed the SupplyNation database and have not identified any Indigenous business with the required expertise to deliver this project. This research involved reviewing the capabilities of all indigenous businesses on the database which fell into the following categories or search terms:

- 'chemicals'
- 'research'
- 'consulting'
- 'agriculture'

Our understanding of the cost of this consultancy is limited by a lack of similar consultancies undertaken in the past. If no tenderers provide value for money we will investigate engaging a non-ongoing contractor to undertake the work over a longer term.

ESTIMATE VALUE

The value of the procurement has been estimated at between $60,000 and $100,000 including GST.

The total maximum anticipated value of the procurement, including all options, extensions, renewals or other mechanisms that may be executed over the life of the contract, has been estimated as $110,000 including GST.

All fees associated with the project will be negotiated prior to contract execution, the contract is not expected to include any forms of renumeration other than negotiated fees (i.e. it will not include premiums, commissions, interest or any other revenue streams). As the research and report writing are expected to be desktop based, we do not anticipate any travel fees or associated overheads.

ESTIMATED TIME-FRAME

We require that the goods and services be delivered by 31 October 2022. To meet this timeframe, our proposed contract period is from 20 June 2022 to 31 October 2022. Please see the estimated timeline below:

Activity	Delivery date
Prepare FAS Brief for approval	14 April 2022
Prepare procurement plan for approval	14 April2022
Prepare ATM for approval	22 April 2022
Approach market	2 May 2022
Tender period closes	30 May 2022
Evaluate tenders	13 June2022
Offer made and contract negotiation completed	16 June 2022
Engage successful tenderer	20 June 2022
Contract period finishes / Delivery of final report	31 October 2022

Australian Government
Department of Agriculture, Water and the Environment

Our current and future year funding estimates is:

Financial Year	Funding $'000	Contract term and extension options
Current financial year (2021-2022)	$30,000	N/A
Next financial year (2022-2023)	$70,000	N/A

We have consulted with our Divisional Business Partners in the Financial Management Branch, who have confirmed that funding is available and the amounts have been recorded for forward year budgets.

PROCUREMENT METHOD

As the maximum anticipated value of the procurement exceeds $80,000, the procurement will use an open tender approach to market.

While the department could choose to utilise a limited tender approach under the exemptions in Appendix A of the Commonwealth Procurement rules, an open tender approach has been chosen as it allows us to attract a wide variety of service providers for consideration.

RISK

We have identified the following risks and risk treatment strategies:

1. **Proper procurement processes are not followed.** To ensure that proper procurement processes are followed, the Agvet review and projects team will consult with procurement at each stage of the procurement and when any unforeseen issues occur.
2. **No suitable tenderers respond to the ATM, or suitable tenderers are unable to conduct the required activities.** If we are not able to engage a suitable tenderer to undertake the work, we will consider engaging a non-ongoing contractor to undertake the work over a longer period of time. While this is not the preferred outcome, risks that arise from these approaches can be managed through other means.
3. **The procurement does not meet its established timeframes.** To ensure the procurement timeframes are realistic, the project scope and project timelines will be provided to potential tenderers as part of the ATM package. The successful tenderer will also have input into the project timeline through their tender and initial meetings with us, to ensure they are confident with the timeframe. During the project, our team will have regular meetings with the successful tenderer to make sure the project is progressing successfully. Additionally, payments will be milestone based, incentivising the tenderer to deliver work on time.
4. **The tenderer misunderstands the project and the report is off-topic.** We will be available to answer questions on the ATM to make sure it is clear and easy to understand. We will also have introductory meetings with the successful tenderer to

make sure they understand the project, and meetings throughout to project make sure it is progressing on the right track.

5. **The provider delivers a low quality report.** To ensure the report is of a high quality, we will undertake due diligence to ensure the successful tenderer has suitable expertise and experience, and a track record of delivering high quality work. This expertise must be in both agvet chemicals, and in data management and analysis. Additionally, we will host regular meetings with the tenderer and review drafts of their reports to provide feedback. If the drafts are not of a sufficient quality, we will address this with the tenderer. As a last resort, our contract will allow the department to reject the reports if they are not of a sufficient quality.

Note that a risk assessment template has not been completed for this procurement, as no unacceptable risks have been identified for treatment. A full risk assessment using the template is only required if an unacceptable risk is identified which requires further analysis and treatment.

EVALUATION CRITERIA

Tenders will be evaluated using the Commonwealth Contracting Suites evaluation criteria, these are:

- Meets requirements
- Proven capacity
- Total cost

These criteria will be used to determine the overall value for money of each tender.

When assessing if tenders meet requirements, the evaluation panel will consider:

- The tenderers proposed design for the research project and report (i.e. is it fit for purpose, efficient and flexible)
- The tenderers understanding of the projects aims, goals and needs

When assessing if tenderers have proven capacity, the evaluation panel will consider

- The tenderers' ability to meet the objectives, specifications and timeframe
- The past performance of the tenderer
- The performance history of personnel

Criteria will not be weighted.

The tenders will be evaluated by an evaluation panel comprised of members from the Agvet Chemicals Review and Projects Section, and the Agvet Chemicals Policy Section. Members of the evaluation panel will be selected based on their previous experience in the procurement of consultancy and their relevant subject matter expertise.

CONTRACT

As this is a low risk tender with a value under $1 million, it is mandatory that the Commonwealth Contracting Suite (CCS) be used. The CCS include the Commonwealth Contract, which incorporates the standard Commonwealth Contract Terms.

Australian Government
Department of Agriculture, Water and the Environment

Advice on the contract may be sought from the Department's procurement or legal areas, if required.

Proposed Contract Date	
Start Date	***Finish Date***
20 June 2022	31 October 2022

RESPONSIBLE BUSINESS DIVISION AND BRANCH

This procurement will be carried out by the Agvet Chemicals Review and Projects Section, within the Agvet Chemicals & Forestry Branch. This branch is part of the Agvet Chemicals, Fisheries, Forestry and Engagement Division.

The contact officer for this procurement is s. 47F(1)

- Email: s. 47F(1) n@agriculture.gov.au
- Office: 02 627s. 47F(1)

The Director of the Agvet Chemicals Review and Projects Section is s. 47F(1)

- Email: s. 47F(1) @agriculture.gov.au
- Office: 02 627s. 47F(1)

The total budget for this procurement is $110,000. The cost centre for this procurement is G61.

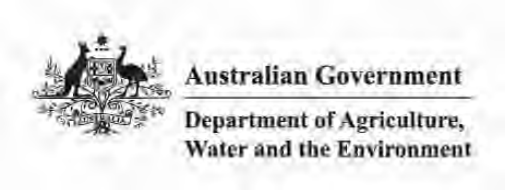
Date approved		**Division/Branch/Section**	
Contact Name		**Contact Phone**	

I approve the procurement plan and confirm that there will be money available in cost centre G61 at the time of entering into the procurement.

I am not aware of any conflicts of interest that would prevent me from approving this procurement plan.

s. 47F(1)

.....



Julie Gaglia, First Assistant Secretary (A/g) AFFE

100532

s. 47F(1)

From: Gaglia, Julie
Sent: Wednesday, 13 April 2022 11:44 AM
To: s. 47F(1)
Cc: s. 47F(1) ; s. 47F(1) s. 47F(1) ; s. 47F(1)
Subject: RE: FOR CLEARANCE: Procurement docs for agvet data [SEC=OFFICIAL]
Attachments: SES Brief - Data Sources Procurement.docx; Procurement Plan - Data Sources Procurement.docx

Thanks for this, I have signed and approved it but I would like the procurement to be a bit stronger on the need for the project to provide more detail on the likelihood of the Commonwealth being able to access the data sources they identify and what that will entail.

From: s. 47F(1) @agriculture.gov.au>
Sent: Wednesday, 13 April 2022 9:02 AM
To: Gaglia, Julie <Julie.Gaglia@agriculture.gov.au>
Cc: s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>; s. 47F(1) s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
Subject: FOR CLEARANCE: Procurement docs for agvet data [SEC=OFFICIAL]

Hi Julie

Attached for your clearance a brief and procurement plan relating to the proposed agvet data procurement process.

Thanks
s. 47F(1)

s. 47F(1)
Acting Assistant Secretary
Agvet Chemicals & Forestry Branch
02 627s. 47F(1) | s. 47F(1)

Department of Agriculture, Water and the Environment
Agvet Chemicals, Fisheries, Forestry and Engagement Division
18 Marcus Clarke St, Canberra ACT 2601
GPO Box 858 Canberra ACT 2601

awe.gov.au

Australian Government
Department of Agriculture, Water and the Environment

PROCUREMENT PLAN

Research consultancy to identify agvet chemical data sources

PROCUREMENT DESCRIPTION/OUTCOME

The Department of Agriculture, Water and the Environment (the department) has policy responsibility for agricultural and veterinary (agvet) chemicals authorisation (supply) in Australia. As part of this responsibility, the department must ensure that policy settings and legislation for agvet chemicals ensure their safe and effective use, without causing undue harm to people or the environment. The department also represents the Australian government at various international fora, where policy and regulatory settings are discussed.

However, despite data being provided to the supply regulator at the time of authorisation of agvet chemicals, there is little data currently available to the department regarding human health or environmental fate of agvet chemicals in Australia in 'field' conditions. Similarly, the department has little information about the presence of agvet chemicals in treated produce sold domestically within Australia. The paucity of available 'field' data poses risks to the Australian government in both policy development and in international fora, when discussing the integrity and effectiveness of the Australian regulatory system.

This procurement aims to map all current sources of data on agvet chemical use in Australia, such as state and territory, industry, or academic monitoring programs which could be leveraged to inform the department. This will allow us to determine if current data sources are sufficient to inform us about agvet chemical use in Australia. The mapping exercise will also allow the identification of any gaps where new data is needed.

The data sources identified through this consultancy could also prove useful if the government chooses to establish a surveillance and monitoring system as recommended in the Final Report of the Independent review of the pesticides and veterinary medicines (agvet) regulatory system in Australia.

Due to the breadth and complexity of agvet chemical use in Australia, the mapping must consider a wide variety of data sources. For example, it must give consideration to:

- Existing state and territory environmental monitoring programs (for example Great Barrier Reef monitoring data).
- Annual agvet chemical sales data.
- Domestic produce monitoring data (industry and government).
- Public health data (including notifiable diseases data and poisons information centre data).
- WHS reporting data (such as workers compensation data and fatalities data).

It is proposed that the mapping and gap analysis be undertaken by a suitably qualified and experienced consultant, with expertise in data management at a national level. Due to the high level of expertise and subject matter knowledge required, departmental staff are not best placed to undertake this work. The procurement will deliver a report setting out:

1. Which sources of data are relevant and useful to the department and which are not, including the reasons. This will take into account which of the sources provide

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relevant validated data, collection methodology, quantity of data, as well as any costs or complexities associated with their collection.

2. Any gaps in the available data which the Department should establish new data collection programs to fill.

3. Recommendations on \ how data gaps can be filled in the most efficient and effective way.

SPECIFICATIONS

The procurement specifications outlined in the approach to market will be as follows:

The Department of Agriculture, Water and the Environment (the department) is responsible for the Commonwealth agricultural and veterinary chemicals (agvet) regulatory system. This regulatory system ensures that the agvet chemicals used in Australia are safe and effective.

The department is currently investigating how we can better monitor the effectiveness of the agvet chemicals regulatory system and provide assurance that the controls on these products are effective and not leading to poor environmental or human health outcomes. The department is seeking to engage a suitably skilled and experienced consultant to map current sources of data on agvet chemicals in use in Australia.

The successful tenderer will be required to investigate and report on sources of data related to agvet chemical use within Australia. Specifically, they will:

1. **Identify relevant sources of data on the use and fate of agvet chemicals in Australia.** The successful tenderer must provide an assessment of these data sources to the department, and that list must contain (at minimum) the name of the dataset, a description of the data it contains, the identity of the person or organisation who has control or ownership of the data.

2. **Analyse the data sources to determine how relevant they are to the department requirements.** The successful tenderer must determine which of the identified data sources the department should use to monitor the effectiveness of the agvet regulatory framework. When monitoring the effectiveness of the regulatory framework, the department considers the following issues of particular importance:

   - Human health data on agvet chemicals, for example from biological monitoring.
   - Agvet chemical residues on or in domestic agricultural produce and in the Australian environment.

   The tenderer should consider all agvet chemicals currently or previously used in Australia, but give specific consideration to:

   - Agvet chemicals listed under the international conventions to which Australia is a party (for example Stockholm Convention on persistent organic pollutants).
   - Agvet chemicals with known human health or environmental risks.

   The analysis must also give consideration to:

   - The quantity and quality of data available, how the data is collected, sampling and validation processes, and geographic and temporal information (where relevant).
   - The data's format and accessibility

- The data owner's willingness to share the data.
- Any costs associated with obtaining the data.

3. **Identify any gaps in the data.** The successful tender must consider if the data sources identified to date meet the criteria set out by the department. Any areas where the data is does not meet these criteria must be identified.
4. **Provide final recommendations to the department on which data sources should be included and where new data gathering programs should be developed.** The successful tender must provide the department with recommendations on:
   - Which data sources the department meet the criteria and which it should not, including the reasons why.
   - Which measures the department may take to address any gaps identified in the most efficient way possible.
5. **Report on their findings**. At completion of the project, the successful tender must provide the department with a final report setting out its findings.

POLICIES OR LEGISLATION THAT IMPACT

This procurement will be conducted in accordance with the *Public Governance, Performance and Accountability Act 2013*, Commonwealth Procurement Rules, Accountable Authority Instructions and relevant departmental policies.

The department's Indigenous Procurement Policy applies to this procurement. This policy requires us to investigate if an Indigenous business can deliver the required goods or services on a value for money basis before we approach the market. In line with this policy we have reviewed the SupplyNation database but have not identified any indigenous business with the required expertise to deliver this project. More information about the market research undertaken to inform this decision can be found in section 6 of this procurement plan.

ANY STANDARDS THAT APPLY

No Australian or international standards apply to this procurement.

MARKET RESEARCH

We have reviewed whole-of-government standing offer arrangements (i.e. panels) and whole-of-government coordinated procurement arrangements and determined there are no existing arrangements suitable to cover this procurement.

We are aware of some consultancy services who have the necessary skills and experience to undertake the work (e.g. GHD Group, EY Analytics), and expect there to be suitable tenders in response to the ATM.

We have reviewed the SupplyNation database and have not identified any Indigenous business with the required expertise to deliver this project. This research involved reviewing

Australian Government
Department of Agriculture, Water and the Environment

the capabilities of all indigenous businesses on the database which fell into the following categories or search terms:

- ‘chemicals’
- ‘research’
- ‘consulting’
- ‘agriculture’

Our understanding of the cost of this consultancy is limited by a lack of similar consultancies undertaken in the past. If no tenderers provide value for money we will investigate engaging a non-ongoing contractor to undertake the work over a longer term.

ESTIMATE VALUE

The value of the procurement has been estimated at between $60,000 and $100,000 including GST.

The total maximum anticipated value of the procurement, including all options, extensions, renewals or other mechanisms that may be executed over the life of the contract, has been estimated as $110,000 including GST.

All fees associated with the project will be negotiated prior to contract execution, the contract is not expected to include any forms of renumeration other than negotiated fees (i.e. it will not include premiums, commissions, interest or any other revenue streams). As the research and report writing are expected to be desktop based, we do not anticipate any travel fees or associated overheads.

ESTIMATED TIME-FRAME

We require that the goods and services be delivered by 31 October 2022. To meet this timeframe, our proposed contract period is from 20 June 2022 to 31 October 2022. Please see the estimated timeline below:

Activity	**Delivery date**
Prepare FAS Brief for approval	14 April 2022
Prepare procurement plan for approval	14 April2022
Prepare ATM for approval	22 April 2022
Approach market	2 May 2022
Tender period closes	30 May 2022
Evaluate tenders	13 June2022
Offer made and contract negotiation completed	16 June 2022
Engage successful tenderer	20 June 2022
Contract period finishes / Delivery of final report	31 October 2022

Our current and future year funding estimates is:

Financial Year	**Funding $’000**	**Contract term and extension options**
Current financial year (2021-2022)	$30,000	N/A

Australian Government
Department of Agriculture, Water and the Environment

Next financial year (2022-2023)	$70,000	N/A

We have consulted with our Divisional Business Partners in the Financial Management Branch, who have confirmed that funding is available and the amounts have been recorded for forward year budgets.

PROCUREMENT METHOD

As the maximum anticipated value of the procurement exceeds $80,000, the procurement will use an open tender approach to market.

While the department could choose to utilise a limited tender approach under the exemptions in Appendix A of the Commonwealth Procurement rules, an open tender approach has been chosen as it allows us to attract a wide variety of service providers for consideration.

RISK

We have identified the following risks and risk treatment strategies:

1. **Proper procurement processes are not followed.** To ensure that proper procurement processes are followed, the Agvet review and projects team will consult with procurement at each stage of the procurement and when any unforeseen issues occur.
2. **No suitable tenderers respond to the ATM, or suitable tenderers are unable to conduct the required activities.** If we are not able to engage a suitable tenderer to undertake the work, we will consider engaging a non-ongoing contractor to undertake the work over a longer period of time. While this is not the preferred outcome, risks that arise from these approaches can be managed through other means.
3. **The procurement does not meet its established timeframes.** To ensure the procurement timeframes are realistic, the project scope and project timelines will be provided to potential tenderers as part of the ATM package. The successful tenderer will also have input into the project timeline through their tender and initial meetings with us, to ensure they are confident with the timeframe. During the project, our team will have regular meetings with the successful tenderer to make sure the project is progressing successfully. Additionally, payments will be milestone based, incentivising the tenderer to deliver work on time.
4. **The tenderer misunderstands the project and the report is off-topic.** We will be available to answer questions on the ATM to make sure it is clear and easy to understand. We will also have introductory meetings with the successful tenderer to make sure they understand the project, and meetings throughout to project make sure it is progressing on the right track.
5. **The provider delivers a low quality report.** To ensure the report is of a high quality, we will undertake due diligence to ensure the successful tenderer has suitable expertise and experience, and a track record of delivering high quality work. This expertise must be in both agvet chemicals, and in data management and analysis.

Australian Government
Department of Agriculture, Water and the Environment

Additionally, we will host regular meetings with the tenderer and review drafts of their reports to provide feedback. If the drafts are not of a sufficient quality, we will address this with the tenderer. As a last resort, our contract will allow the department to reject the reports if they are not of a sufficient quality.

Note that a risk assessment template has not been completed for this procurement, as no unacceptable risks have been identified for treatment. A full risk assessment using the template is only required if an unacceptable risk is identified which requires further analysis and treatment.

EVALUATION CRITERIA

Tenders will be evaluated using the Commonwealth Contracting Suites evaluation criteria, these are:

- Meets requirements
- Proven capacity
- Total cost

These criteria will be used to determine the overall value for money of each tender.

When assessing if tenders meet requirements, the evaluation panel will consider:

- The tenderers proposed design for the research project and report (i.e. is it fit for purpose, efficient and flexible)
- The tenderers understanding of the projects aims, goals and needs

When assessing if tenderers have proven capacity, the evaluation panel will consider

- The tenderers' ability to meet the objectives, specifications and timeframe
- The past performance of the tenderer
- The performance history of personnel

Criteria will not be weighted.

The tenders will be evaluated by an evaluation panel comprised of members from the Agvet Chemicals Review and Projects Section, and the Agvet Chemicals Policy Section. Members of the evaluation panel will be selected based on their previous experience in the procurement of consultancy and their relevant subject matter expertise.

CONTRACT

As this is a low risk tender with a value under $1 million, it is mandatory that the Commonwealth Contracting Suite (CCS) be used. The CCS include the Commonwealth Contract, which incorporates the standard Commonwealth Contract Terms.

Advice on the contract may be sought from the Department's procurement or legal areas, if required.

Proposed Contract Date	
Start Date	***Finish Date***
20 June 2022	31 October 2022

Australian Government
Department of Agriculture, Water and the Environment

RESPONSIBLE BUSINESS DIVISION AND BRANCH

This procurement will be carried out by the Agvet Chemicals Review and Projects Section, within the Agvet Chemicals & Forestry Branch. This branch is part of the Agvet Chemicals, Fisheries, Forestry and Engagement Division.

The contact officer for this procurement is s. 47F(1) .

- Email: s. 47F(1) @agriculture.gov.au
- Office: 02 627s. 47F(1)

The Director of the Agvet Chemicals Review and Projects Section is s. 47F(1) .

- Email: s. 47F(1) @agriculture.gov.au
- Office: 02 627s. 47F(1)

The total budget for this procurement is $110,000. The cost centre for this procurement is G61.

Date approved		**Division/Branch/Section**	
Contact Name		**Contact Phone**	

I approve the procurement plan and confirm that there will be money available in cost centre G61 at the time of entering into the procurement.

I am not aware of any conflicts of interest that would prevent me from approving this procurement plan.

s. 47F(1)

.....

Julie Gaglia, First Assistant Secretary (A/g) AFFE

100532

Australian Government
Department of Agriculture, Water and the Environment

Ref: D22/165007

Internal general briefing

To: Julie Gaglia, First Assistant Secretary (A/g), AFFE.

Action required: (For Decision)

Timing: 15 April 2022 to ensure procurement begins on schedule

Subject: Research consultancy to identify agvet chemicals data sources

Recommendations

1. That you give approval for the Agvet Chemicals Review and Projects Section to engage a consultant to research and identify sources of data for agvet chemicals residues in Australia, and any impacts they are having on people and the environment.

Decision: Approved/Not approved/Please discuss.

s. 47F(1)

Signature of FAS **Approved**

Date: 13 April 2022

Key points

1. The Department of Agriculture, Water and the Environment (the department) has policy responsibility for agricultural and veterinary (agvet) chemicals authorisation (supply) in Australia. As part of this responsibility, the department must ensure that policy settings and legislation for agvet chemicals ensure their safe and effective use, without causing undue harm to people or the environment. The department also represents the Australian government at various international fora, where policy and regulatory settings are discussed.
2. However, despite data being provided to the regulator at the time of authorisation of agvet chemicals, there is little data currently available to the department regarding human health or environmental fate of agvet chemicals in Australia in 'field' conditions. Similarly, the department has little information about the presence of agvet chemicals in treated produce sold domestically within Australia. The paucity of available 'field' data poses risks to the Australian government in both policy development and in international fora, when discussing the integrity and effectiveness of the Australian regulatory system.
3. This procurement aims to map all current sources of data on agvet chemical use in Australia, such as state and territory, industry, or academic monitoring programs which could be leveraged to inform the department. This will allow us to determine if current data sources are sufficient to inform us about agvet chemical use in Australia. The mapping exercise will also allow the identification of any gaps where new data is needed.
4. The data sources identified through this consultancy could also prove useful if the government chooses to establish a surveillance and monitoring system as recommended in the Final Report of

the Independent review of the pesticides and veterinary medicines (agvet) regulatory system in Australia.

5. It is proposed that the mapping and gap analysis be undertaken by a suitably qualified and experienced consultant, with expertise in data management at a national level. Due to the high level of expertise and subject matter knowledge required, departmental staff are not best placed to undertake this work.

6. The consultancy is proposed to begin 20 June 2022 and finish 31 October 2022. The consultant will deliver a report setting out:
   a. Relevant and useful data sources. This will take into account which of the sources provide relevant, validated data, collection methodology, quantity of data, as well as any costs or complexities associated with their collection.
   b. Any gaps in the data for which new data collection programs may need to be established.

7. The consultancy will enable the department to better understand data sources for pesticides and veterinary medicines in Australia. This aligns with the following departmental strategic priorities:
   a. Deliver policies and programs to support profitable and resilient agribusiness.
   b. Improve the status of threatened species and ecosystems.
   c. Conserve and maintain Australia's unique heritage.

8. Ernst & Young will not be approached directly to engage in the consultancy. However, the procurement will utilise an open approach to market and as such, Ernst & Young may choose to submit a tender.

9. Under caretaker conventions, the department should not enter into major contracts or undertakings during this period. However, advice to date from the procurement team is that on face value the procurement should not be affected by caretaker conventions

10. Following consideration of caretaker protocol advice on the department intranet, this procurement does not meet 'major contract' due to its limited budget. Similarly, the procurement could not be seen to commit government to a particular policy position, as it intended to inform the department about the availability of data relevant to the department's general policy responsibilities.

Financial impacts

11. The estimated cost of the consultancy is $60,000-100,000.

12. We have consulted with our Divisional Business Partners in the Financial Management Branch, who have confirmed that there is adequate budget available for current and forward periods.

13. The procurement will be funded through departmental funds, using the Agvet Chemicals Review and Projects cost centre (G61).

14. It is expected the inception payment will be made during the 2021-22 financial year, with the balance of the contract payments expended during the 2022-2023 financial year.

Farmer/stakeholder implications

15. The department does not anticipate any implications for stakeholders because the project is only intended to provide advice to the department in relation to data sources for pesticide and veterinary medicine residues, and any impacts these are having on people or the environment.

16. Appropriate consultation would be undertaken should Government agree, at some future time, to implement a residue monitoring program such as the one recommended by the Independent review of the pesticides and veterinary medicines regulatory system in Australia.

Clearing officer

s. 47F(1)

Name: s. 47F(1)
Position: Assistant Secretary (A/g)
Branch/division: Agvet Chemicals and Forestry

Phone (landline): 02 627s. 47F(1)
Phone (mobile): s. 47F(1)
Date document forwarded to decision-maker: 13/04/2022

Contact officer

Name: s. 47F(1)
Section: Agvet Chemicals Review and Projects
Phone (landline): 02 627s. 47F(1)

Australian Government
Department of Agriculture, Water and the Environment

PROCUREMENT PLAN

Research consultancy to identify agvet chemical data sources

PROCUREMENT DESCRIPTION/OUTCOME

The Department of Agriculture, Water and the Environment (the department) has policy responsibility for agricultural and veterinary (agvet) chemicals authorisation (supply) in Australia. As part of this responsibility, the department must ensure that policy settings and legislation for agvet chemicals ensure their safe and effective use, without causing undue harm to people or the environment. The department also represents the Australian government at various international fora, where policy and regulatory settings are discussed.

However, despite data being provided to the supply regulator at the time of authorisation of agvet chemicals, there is little data currently available to the department regarding human health or environmental fate of agvet chemicals in Australia in 'field' conditions. Similarly, the department has little information about the presence of agvet chemicals in treated produce sold domestically within Australia. The paucity of available 'field' data poses risks to the Australian government in both policy development and in international fora, when discussing the integrity and effectiveness of the Australian regulatory system.

This procurement aims to map all current sources of data on agvet chemical use in Australia, such as state and territory, industry, or academic monitoring programs which could be leveraged to inform the department. This will allow us to determine if current data sources are sufficient to inform us about agvet chemical use in Australia. The mapping exercise will also allow the identification of any gaps where new data is needed.

The data sources identified through this consultancy could also prove useful if the government chooses to establish a surveillance and monitoring system as recommended in the Final Report of the Independent review of the pesticides and veterinary medicines (agvet) regulatory system in Australia.

Due to the breadth and complexity of agvet chemical use in Australia, the mapping must consider a wide variety of data sources. For example, it must give consideration to:

- Existing state and territory environmental monitoring programs (for example Great Barrier Reef monitoring data).
- Annual agvet chemical sales data.
- Domestic produce monitoring data (industry and government).
- Public health data (including notifiable diseases data and poisons information centre data).
- WHS reporting data (such as workers compensation data and fatalities data).

It is proposed that the mapping and gap analysis be undertaken by a suitably qualified and experienced consultant, with expertise in data management at a national level. Due to the high level of expertise and subject matter knowledge required, departmental staff are not best placed to undertake this work. The procurement will deliver a report setting out:

1. Which sources of data are relevant and useful to the department and which are not, including the reasons. This will take into account which of the sources provide

relevant validated data, collection methodology, quantity of data, as well as any costs or complexities associated with their collection.

2. Any gaps in the available data which the Department should establish new data collection programs to fill.

3. Recommendations on \ how data gaps can be filled in the most efficient and effective way.

SPECIFICATIONS

The procurement specifications outlined in the approach to market will be as follows:

The Department of Agriculture, Water and the Environment (the department) is responsible for the Commonwealth agricultural and veterinary chemicals (agvet) regulatory system. This regulatory system ensures that the agvet chemicals used in Australia are safe and effective.

The department is currently investigating how we can better monitor the effectiveness of the agvet chemicals regulatory system and provide assurance that the controls on these products are effective and not leading to poor environmental or human health outcomes. The department is seeking to engage a suitably skilled and experienced consultant to map current sources of data on agvet chemicals in use in Australia.

The successful tenderer will be required to investigate and report on sources of data related to agvet chemical use within Australia. Specifically, they will:

1. **Identify relevant sources of data on the use and fate of agvet chemicals in Australia.** The successful tenderer must provide a list of these data sources to the department, and that list must contain (at minimum) the name of the dataset, a description of the data it contains, the identity of the person or organisation who has control or ownership of the data.

2. **Assess the data sources to determine how relevant they are to the department requirements.** The successful tenderer must determine which of the identified data sources the department should use to monitor the effectiveness of the agvet regulatory framework, and must provide their assessment to the department.

   When monitoring the effectiveness of the regulatory framework, the department considers the following issues of particular importance:

   - Human health data on agvet chemicals, for example from biological monitoring.
   - Agvet chemical residues on or in domestic agricultural produce and in the Australian environment.

   The tenderer should consider all agvet chemicals currently or previously used in Australia, but give specific consideration to:

   - Agvet chemicals listed under the international conventions to which Australia is a party (for example Stockholm Convention on persistent organic pollutants).
   - Agvet chemicals with known human health or environmental risks.

   The assessment must also give consideration to:

   - The quantity and quality of data available, including how the data is collected, sampling and validation processes, and geographic and temporal information (where relevant).

- The data's format and accessibility
- Any costs associated with obtaining the data.
- Any impediments that stand in the way of the department being able to access and utilise the data, including the data owner's willingness to provide the data.
- Any additional steps the department would need to take to gain access to the data, such as entering into data purchasing/licensing/sharing agreements.
- The overall likelihood of the department being able to access and utilise the data.

3. **Identify any gaps in the data.** The successful tender must consider if the data sources identified to date meet the criteria set out by the department. Any areas where the data is does not meet these criteria must be identified.
4. **Provide final recommendations to the department on which data sources should be included and where new data gathering programs should be developed.** The successful tender must provide the department with recommendations on:
   - Which data sources the department meet the criteria and which it should not, including the reasons why.
   - Which measures the department may take to address any gaps identified in the most efficient way possible.
5. **Report on their findings**. At completion of the project, the successful tender must provide the department with a final report setting out its findings.

POLICIES OR LEGISLATION THAT IMPACT

This procurement will be conducted in accordance with the *Public Governance, Performance and Accountability Act 2013*, Commonwealth Procurement Rules, Accountable Authority Instructions and relevant departmental policies.

The department's Indigenous Procurement Policy applies to this procurement. This policy requires us to investigate if an Indigenous business can deliver the required goods or services on a value for money basis before we approach the market. In line with this policy we have reviewed the SupplyNation database but have not identified any indigenous business with the required expertise to deliver this project. More information about the market research undertaken to inform this decision can be found in section 6 of this procurement plan.

ANY STANDARDS THAT APPLY

No Australian or international standards apply to this procurement.

MARKET RESEARCH

We have reviewed whole-of-government standing offer arrangements (i.e. panels) and whole-of-government coordinated procurement arrangements and determined there are no existing arrangements suitable to cover this procurement.

Australian Government
Department of Agriculture, Water and the Environment

We are aware of some consultancy services who have the necessary skills and experience to undertake the work (e.g. GHD Group, EY Analytics), and expect there to be suitable tenders in response to the ATM.

We have reviewed the SupplyNation database and have not identified any Indigenous business with the required expertise to deliver this project. This research involved reviewing the capabilities of all indigenous businesses on the database which fell into the following categories or search terms:

- 'chemicals'
- 'research'
- 'consulting'
- 'agriculture'

Our understanding of the cost of this consultancy is limited by a lack of similar consultancies undertaken in the past. If no tenderers provide value for money we will investigate engaging a non-ongoing contractor to undertake the work over a longer term.

ESTIMATE VALUE

The value of the procurement has been estimated at between $60,000 and $100,000 including GST.

The total maximum anticipated value of the procurement, including all options, extensions, renewals or other mechanisms that may be executed over the life of the contract, has been estimated as $110,000 including GST.

All fees associated with the project will be negotiated prior to contract execution, the contract is not expected to include any forms of renumeration other than negotiated fees (i.e. it will not include premiums, commissions, interest or any other revenue streams). As the research and report writing are expected to be desktop based, we do not anticipate any travel fees or associated overheads.

ESTIMATED TIME-FRAME

We require that the goods and services be delivered by 31 October 2022. To meet this timeframe, our proposed contract period is from 20 June 2022 to 31 October 2022. Please see the estimated timeline below:

Activity	Delivery date
Prepare FAS Brief for approval	14 April 2022
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Evaluate tenders	13 June2022
Offer made and contract negotiation completed	16 June 2022
Engage successful tenderer	20 June 2022
Contract period finishes / Delivery of final report	31 October 2022

Australian Government
Department of Agriculture, Water and the Environment

Our current and future year funding estimates is:

Financial Year	Funding $'000	Contract term and extension options
Current financial year (2021-2022)	$30,000	N/A
Next financial year (2022-2023)	$70,000	N/A

We have consulted with our Divisional Business Partners in the Financial Management Branch, who have confirmed that funding is available and the amounts have been recorded for forward year budgets.

PROCUREMENT METHOD

As the maximum anticipated value of the procurement exceeds $80,000, the procurement will use an open tender approach to market.

While the department could choose to utilise a limited tender approach under the exemptions in Appendix A of the Commonwealth Procurement rules, an open tender approach has been chosen as it allows us to attract a wide variety of service providers for consideration.

RISK

We have identified the following risks and risk treatment strategies:

1. **Proper procurement processes are not followed.** To ensure that proper procurement processes are followed, the Agvet review and projects team will consult with procurement at each stage of the procurement and when any unforeseen issues occur.
2. **No suitable tenderers respond to the ATM, or suitable tenderers are unable to conduct the required activities.** If we are not able to engage a suitable tenderer to undertake the work, we will consider engaging a non-ongoing contractor to undertake the work over a longer period of time. While this is not the preferred outcome, risks that arise from these approaches can be managed through other means.
3. **The procurement does not meet its established timeframes.** To ensure the procurement timeframes are realistic, the project scope and project timelines will be provided to potential tenderers as part of the ATM package. The successful tenderer will also have input into the project timeline through their tender and initial meetings with us, to ensure they are confident with the timeframe. During the project, our team will have regular meetings with the successful tenderer to make sure the project is progressing successfully. Additionally, payments will be milestone based, incentivising the tenderer to deliver work on time.
4. **The tenderer misunderstands the project and the report is off-topic.** We will be available to answer questions on the ATM to make sure it is clear and easy to understand. We will also have introductory meetings with the successful tenderer to

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make sure they understand the project, and meetings throughout to project make sure it is progressing on the right track.

5. **The provider delivers a low quality report.** To ensure the report is of a high quality, we will undertake due diligence to ensure the successful tenderer has suitable expertise and experience, and a track record of delivering high quality work. This expertise must be in both agvet chemicals, and in data management and analysis. Additionally, we will host regular meetings with the tenderer and review drafts of their reports to provide feedback. If the drafts are not of a sufficient quality, we will address this with the tenderer. As a last resort, our contract will allow the department to reject the reports if they are not of a sufficient quality.

Note that a risk assessment template has not been completed for this procurement, as no unacceptable risks have been identified for treatment. A full risk assessment using the template is only required if an unacceptable risk is identified which requires further analysis and treatment.

EVALUATION CRITERIA

Tenders will be evaluated using the Commonwealth Contracting Suites evaluation criteria, these are:

- Meets requirements
- Proven capacity
- Total cost

These criteria will be used to determine the overall value for money of each tender.

When assessing if tenders meet requirements, the evaluation panel will consider:

- The tenderers proposed design for the research project and report (i.e. is it fit for purpose, efficient and flexible)
- The tenderers understanding of the projects aims, goals and needs

When assessing if tenderers have proven capacity, the evaluation panel will consider

- The tenderers' ability to meet the objectives, specifications and timeframe
- The past performance of the tenderer
- The performance history of personnel

Criteria will not be weighted.

The tenders will be evaluated by an evaluation panel comprised of members from the Agvet Chemicals Review and Projects Section, and the Agvet Chemicals Policy Section. Members of the evaluation panel will be selected based on their previous experience in the procurement of consultancy and their relevant subject matter expertise.

CONTRACT

As this is a low risk tender with a value under $1 million, it is mandatory that the Commonwealth Contracting Suite (CCS) be used. The CCS include the Commonwealth Contract, which incorporates the standard Commonwealth Contract Terms.

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Advice on the contract may be sought from the Department's procurement or legal areas, if required.

Proposed Contract Date	
Start Date	***Finish Date***
20 June 2022	31 October 2022

RESPONSIBLE BUSINESS DIVISION AND BRANCH

This procurement will be carried out by the Agvet Chemicals Review and Projects Section, within the Agvet Chemicals & Forestry Branch. This branch is part of the Agvet Chemicals, Fisheries, Forestry and Engagement Division.

The contact officer for this procurement is s. 47F(1) .

- Email: s. 47F(1) @agriculture.gov.au
- Office: 02 627s. 47F(1)

The Director of the Agvet Chemicals Review and Projects Section is s. 47F(1)

- Email: s. 47F(1) @agriculture.gov.au
- Office: 02 627s. 47F(1)

The total budget for this procurement is $110,000. The cost centre for this procurement is G61.

I approve the procurement plan and confirm that there will be money available in cost centre G61 at the time of entering into the procurement.

I am not aware of any conflicts of interest that would prevent me from approving this procurement plan.

s. 47F(1)

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Julie Gaglia, First Assistant Secretary (A/g) AFFE

100532

Australian Government
Department of Agriculture, Water and the Environment

Ref: D22/165007

Internal general briefing

To: Julie Gaglia, First Assistant Secretary (A/g), AFFE.

Action required: (For Decision)

Timing: 15 April 2022 to ensure procurement begins on schedule

Subject: Research consultancy to identify agvet chemicals data sources

Recommendations

1. That you give approval for the Agvet Chemicals Review and Projects Section to engage a consultant to research and identify sources of data for agvet chemicals residues in Australia, and any impacts they are having on people and the environment.

Decision: Approved/Not approved/Please discuss.

Signature of FAS: s. 47F(1) **Approved**

Date: 13 April 2022

Key points

1. The Department of Agriculture, Water and the Environment (the department) has policy responsibility for agricultural and veterinary (agvet) chemicals authorisation (supply) in Australia. As part of this responsibility, the department must ensure that policy settings and legislation for agvet chemicals ensure their safe and effective use, without causing undue harm to people or the environment. The department also represents the Australian government at various international fora, where policy and regulatory settings are discussed.
2. However, despite data being provided to the regulator at the time of authorisation of agvet chemicals, there is little data currently available to the department regarding human health or environmental fate of agvet chemicals in Australia in 'field' conditions. Similarly, the department has little information about the presence of agvet chemicals in treated produce sold domestically within Australia. The paucity of available 'field' data poses risks to the Australian government in both policy development and in international fora, when discussing the integrity and effectiveness of the Australian regulatory system.
3. This procurement aims to map all current sources of data on agvet chemical use in Australia, such as state and territory, industry, or academic monitoring programs which could be leveraged to inform the department. This will allow us to determine if current data sources are sufficient to inform us about agvet chemical use in Australia. The mapping exercise will also allow the identification of any gaps where new data is needed.
4. The data sources identified through this consultancy could also prove useful if the government chooses to establish a surveillance and monitoring system as recommended in the Final Report of

the Independent review of the pesticides and veterinary medicines (agvet) regulatory system in Australia.

5. It is proposed that the mapping and gap analysis be undertaken by a suitably qualified and experienced consultant, with expertise in data management at a national level. Due to the high level of expertise and subject matter knowledge required, departmental staff are not best placed to undertake this work.

6. The consultancy is proposed to begin 20 June 2022 and finish 31 October 2022. The consultant will deliver a report setting out:
   a. Relevant and useful data sources. This will take into account which of the sources provide relevant, validated data, collection methodology, quantity of data, as well as any costs or complexities associated with their collection.
   b. Any gaps in the data for which new data collection programs may need to be established.

7. The consultancy will enable the department to better understand data sources for pesticides and veterinary medicines in Australia. This aligns with the following departmental strategic priorities:
   a. Deliver policies and programs to support profitable and resilient agribusiness.
   b. Improve the status of threatened species and ecosystems.
   c. Conserve and maintain Australia's unique heritage.

8. Ernst & Young will not be approached directly to engage in the consultancy. However, the procurement will utilise an open approach to market and as such, Ernst & Young may choose to submit a tender.

9. Under caretaker conventions, the department should not enter into major contracts or undertakings during this period. However, advice to date from the procurement team is that on face value the procurement should not be affected by caretaker conventions

10. Following consideration of caretaker protocol advice on the department intranet, this procurement does not meet 'major contract' due to its limited budget. Similarly, the procurement could not be seen to commit government to a particular policy position, as it intended to inform the department about the availability of data relevant to the department's general policy responsibilities.

Financial impacts

11. The estimated cost of the consultancy is $60,000-100,000.

12. We have consulted with our Divisional Business Partners in the Financial Management Branch, who have confirmed that there is adequate budget available for current and forward periods.

13. The procurement will be funded through departmental funds, using the Agvet Chemicals Review and Projects cost centre (G61).

14. It is expected the inception payment will be made during the 2021-22 financial year, with the balance of the contract payments expended during the 2022-2023 financial year.

Farmer/stakeholder implications

15. The department does not anticipate any implications for stakeholders because the project is only intended to provide advice to the department in relation to data sources for pesticide and veterinary medicine residues, and any impacts these are having on people or the environment.

16. Appropriate consultation would be undertaken should Government agree, at some future time, to implement a residue monitoring program such as the one recommended by the Independent review of the pesticides and veterinary medicines regulatory system in Australia.

Clearing officer

s. 47F(1)

Name: s. 47F(1)
Position: Assistant Secretary (A/g)
Branch/division: Agvet Chemicals and Forestry

Phone (landline): 02 627s. 47F(1)
Phone (mobile): s. 47F(1)
Date document forwarded to decision-maker: 13/04/2022

Contact officer

Name: s. 47F(1)
Section: Agvet Chemicals Review and Projects
Phone (landline): 02 627s. 47F(1)

Background

The Department will investigate sources of information which can inform the national surveillance system. The surveillance system is expected to build on existing commonwealth data sources, including:

- Expansion of the National Residues Survey (NRS) to include agricultural produce sold within Australia (the NRS currently largely only tests produce intended for export, to ensure they meet export residue requirements).
- Expansion of Food Standards Australia and New Zealand's Total Diet Survey data to explicitly consider dietary intake of pesticides and veterinary medicines on an ongoing basis.
- The development of a new Adverse Experience Reporting platform, to replace the current system used by the APVMA. This platform will also incorporate reporting for adverse experiences associated with the misuse of pesticides and veterinary medicines, which are currently reported to states and territories.

The Department will also investigate existing data collected elsewhere in Australia. This will include, but is not limited to:

- Environmental monitoring data conducted by states and territories (including Great Barrier Reef monitoring data).
- Biosecurity data.
- Annual pesticides and veterinary medicines sales data.
- Industry produce testing data.
- Public health data (including notifiable diseases data and poisons information centre data).
- WHS reporting data (such as workers compensation data and fatalities data).

This phase will deliver a comprehensive analysis of existing information sources on pesticide and veterinary medicine use, and will identify gaps in information. Where gaps are identified, it will analyse the usefulness and cost effectiveness of the Department establishing its own monitoring programs to fill those gaps. These monitoring programs are expected to include:

- A national environmental monitoring program for pesticides and veterinary medicines comprising of water, waterway sediment and soil testing (to be developed in concert with existing state and territory environmental monitoring programs, and the National Soils Strategy).
- Monitoring of overseas regulatory data and scientific journals to identify emerging evidence and potential trade risks.

The surveillance and monitoring system will be delivered by the Department of Agriculture, Water and the Environment. The Department will engage a specialist to design the system in consultation with its existing data and analytics specialists, regulators and other stakeholders. Consideration will be given to potential data sources that can be included in the surveillance system, their limitations, and how they support the goals of the system.

It is envisioned that the surveillance system will deliver annual reports on pesticide and veterinary use. These will consider the human health and environmental impacts of pesticide and veterinary medicine use, and any risks to the pesticide and veterinary medicine market (such as emerging diseases and trade risks). This, combined with continuing advice to ministers and senior executives, will ensure pesticide and veterinary medicine policy is based on robust evidence.

Potential Data Sources

Environmental impacts of pesticides and veterinary medicines

To monitor this area of concern, data on the amount of pesticide and vet medicines in the environment is needed. To achieve this, the Final Report of the Independent Review of the Pesticides and Veterinary Medicines Regulatory System in Australia recommends the establishment of an environmental monitoring program to detect levels of pesticides, parasiticides and antimicrobial drugs in the environment, it would include:

- **Water sampling data –** this sampling would be contracted out by the Department
- **Waterway sediment samples –** this sampling would be contracted out by the Department
- **Soil testing** – carried out as part of the National Soil Strategy, yet to be negotiated

The sampling regime would be based on priority areas and chemicals of concern as established by DAWE in consultation with the stakeholder forum. Where possible we would also establish data sharing arrangements with state and territory governments and other institutions to enable access to existing data sources.

The final report estimates that estimates the costs for water and sediment monitoring, while higher in the initial years, would on average cost $819,000 per annum

This quantitative data would be supplemented by additional, qualitative data from:

- **Adverse experience reports (AERs)** - describing environmental exposure or off target effects
- **Peer reviewed journal articles -** discussing environmental exposure to, and impacts from, pesticide and veterinary medicine use.
- **The decisions of the APVMA and international regulators in restricting chemicals for environmental reasons**.

Other potential data sources which could be used to monitor the accumulation of pesticides and veterinary medicines in the environment are:

- **Existing state and territory environmental monitoring data**
- **Existing state and territory water monitoring data**
- **Existing soil monitoring data**
- **Great barrier reef environmental surveillance data**

Human exposure to pesticides and veterinary medicines

To monitor this area of concern, human health data is required. The following data sources have been identified for inclusion in the surveillance and monitoring system:

- **Workers' compensation data** – this will identify compensable injury and illness associated with the use of a pesticide or veterinary medicine in the workplace. A national dataset of worker's compensation data is available through Safe Work Australia.
- **Health monitoring data** – States and territory WHS authorities are required to be notified when workers health monitoring shows a breach of biological exposure index otherwise pose a risk to workers health and safety. However there is no national dataset for this information so access would need to be negotiated with each

jurisdiction individually. Additionally, each jurisdiction is likely to store it in a different style and format.
- **Public health data** – state and territory public health authorities manage their own notifiable disease datasets, which include notifiable poisonings.
- **Poisons information Centre data** – records of incidents involving pesticides and veterinary medicines reported to poisons information centres
- **The Food Standards Australia New Zealand Total Diet Survey** – s. 47C(1)

Due to the number of datasets identified above, this monitoring program will provide significant challenges for data access. Some jurisdictions may choose not to share data due to privacy concerns or resource constraints, and others may provide the data in a format which is not easily usable for our purposes. Some of these challenges could be avoided by entering into data sharing arrangements whereby DAWE provides some level of funding or payment to institutions to 'buy' their data from them in formats which are more accessible for us. While this would come with ongoing financial costs, it could reduce the required ASL of the surveillance and monitoring program. Alternatively, the data and surveillance IT infrastructure could be developed in such a way that jurisdictions are able to access it and input their own data, which they may agree to under an MoU or IGA if they are able to access the broader dataset for their own purposes. While this would reduce ongoing costs and ASL requirements, it may have greater upfront costs. These options are yet to be costed.

The quantitative data described above would be supplemented by additional, qualitative data from:

- **Adverse experience reports (AERs)** - which describe human exposure to, or human health effects resulting from the use of, a pesticide or veterinary medicine
- **Peer reviewed journal articles** - discussing human exposure, to or health effects resulting from, pesticide and veterinary medicine use.
- **Decisions of the APVMA and international regulators to restrict chemicals for human health reasons.**

Other potential data sources which could be used to monitor the accumulation of pesticides and veterinary medicines in the environment are:

- **WHS notifiable incidents data (held by S&T regulators)**
- **Poisons centres data**
- **Human health tests carried out by DAWE**
- **DAWE could develop a human health surveillance system for agricultural workers**

Contamination of agricultural produce

The following data sources have been identified to monitor this area of concern:

- **National residue survey (domestic)**
- **National residue survey (export)**

Other potential data sources which could be used to monitor the contamination of agricultural produce are:

- **FreshTest data**
- **Other industry testing schemes** (to be explored)

These are industry data sources which would require purchase by the Department.

Increasing incidence of pesticide and veterinary medicine resistance

The following data sources have been identified to monitor this area of concern:

- **Adverse experience reports (AERs)** - which describe pesticide or disease resistance
- **Direct reporting by primary producers and veterinarians**

This data will probably be sufficient to provide a good overview of pesticide and veterinary medicine resistance in Australia. We will need to test it with someone who knows this pretty well and then decide if more data is required.

Potential data sources for additional resistance data include:

- **Direct industry surveys**
- **The CSIRO's PSURP proposal**

s. 47C(1)

Trade risks

The identification of trade risks relies on monitoring of decisions made by overseas authorities, and emerging research on pesticides and veterinary medicines. To identify these risks, staff within the surveillance and research team would be responsible for monitoring these decisions and research.

Definite data sources:

- **Peer reviewed journal articles**
- **Decisions of APVMA and international regulators**
- **NRS export data**
- **NRS domestic data** – less useful than export data, but still worth paying attention to if we are using a lot of products domestically that are not allowed overseas.
- **Biosecurity reporting data (e.g. for new pests and diseases)**

Figure of Potential Surveillance System

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Mapping the surveillance and monitoring system

Background

The Final Report of the Independent Review of the Pesticides and Veterinary Medicines Regulatory System in Australia recommends the development of a comprehensive surveillance and monitoring system for pesticides and veterinary medicines. Before establishing this system, the Department must investigate sources of information which can inform the national surveillance system and determine which are suitable to use, and if any gaps in available data need to be filled.

As set out in the Final Report, the surveillance system is expected to build on existing commonwealth data sources, including:

- Expansion of the National Residues Survey (NRS) to include agricultural produce sold within Australia (the NRS currently largely only tests produce intended for export, to ensure they meet export residue requirements).
- Expansion of Food Standards Australia and New Zealand's Total Diet Survey data to explicitly consider dietary intake of pesticides and veterinary medicines on an ongoing basis.
- The development of a new Adverse Experience Reporting platform, to replace the current system used by the APVMA. This platform will also incorporate reporting for adverse experiences associated with the misuse of pesticides and veterinary medicines, which are currently reported to states and territories.

The system is also expected to incorporate existing data collected elsewhere in Australia. This may include, but is not limited to:

- Environmental monitoring data conducted by states and territories (including Great Barrier Reef monitoring data).
- Biosecurity data.
- Annual pesticides and veterinary medicines sales data.
- Industry produce testing data.
- Public health data (including notifiable diseases data and poisons information centre data).
- WHS reporting data (such as workers compensation data and fatalities data).

Mapping and analysis of these sources should allow the Department to identify any gaps in the data where further information is required. Where gaps are identified, the Department must decide if it will establish its own monitoring programs to fill those gaps. These programs may include:

- A national environmental monitoring program for pesticides and veterinary medicines comprising of water, waterway sediment and soil testing (to be developed in concert with existing state and territory environmental monitoring programs, and the National Soils Strategy).
- Monitoring of overseas regulatory data and scientific journals to identify emerging evidence and potential trade risks.

It is envisioned that the surveillance system will deliver annual reports on pesticide and veterinary use. These will consider the human health and environmental impacts of pesticide and veterinary medicine use, and any risks to the pesticide and veterinary medicine market (such as emerging diseases and trade risks). This, combined with continuing advice to ministers and senior executives, will ensure pesticide and veterinary medicine policy is based on robust evidence.

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Potential Data Sources

The following sections set out preliminary thoughts on potential data sources for the national surveillance systems. These sources have not been investigated in detail, and are provided as thought starters for the mapping of the surveillance and monitoring system.

Environmental impacts of pesticides and veterinary medicines

To monitor this area, data on the amount of pesticide and vet medicines in the environment is needed. To achieve this, the Final Report of the Independent Review of the Pesticides and Veterinary Medicines Regulatory System in Australia recommends the establishment of an environmental monitoring program to detect levels of pesticides, parasiticides and antimicrobial drugs in the environment, it would include:

- **Water sampling data –** this sampling would be contracted out by the Department
- **Waterway sediment samples –** this sampling would be contracted out by the Department
- **Soil testing** – carried out as part of the National Soil Strategy, yet to be negotiated

The sampling regime would be based on priority areas and chemicals of concern as established by DAWE in consultation with the stakeholder forum. Where possible we would also establish data sharing arrangements with state and territory governments and other institutions to enable access to existing data sources.

The final report estimates that estimates the costs for water and sediment monitoring, while higher in the initial years, would on average cost $819,000 per annum

The sources described above could be supplemented by additional data from:

- **Adverse experience reports (AERs)** - describing environmental exposure or off target effects
- **Peer reviewed journal articles -** discussing environmental exposure to, and impacts from, pesticide and veterinary medicine use.
- **The decisions of the APVMA and international regulators in restricting chemicals for environmental reasons**.

Other potential data sources which could be used to monitor the accumulation of pesticides and veterinary medicines in the environment are:

- **Existing state and territory environmental monitoring data**
- **Existing state and territory water monitoring data**
- **Existing soil monitoring data**
- **Great barrier reef environmental surveillance data**

Human exposure to pesticides and veterinary medicines

To monitor this area, human health data is required. The following data sources have been identified for inclusion in the surveillance and monitoring system:

- **Workers' compensation data** – this will identify compensable injury and illness associated with the use of a pesticide or veterinary medicine in the workplace. A national dataset of worker's compensation data is available through Safe Work Australia.
- **Health monitoring data** – States and territory WHS authorities are required to be notified when workers health monitoring shows a breach of biological exposure index otherwise

pose a risk to workers health and safety. However there is no national dataset for this information so access would need to be negotiated with each jurisdiction individually. Additionally, each jurisdiction is likely to store it in a different style and format.

- **Public health data** – state and territory public health authorities manage their own notifiable disease datasets, which include notifiable poisonings.
- **Poisons information Centre data** – records of incidents involving pesticides and veterinary medicines reported to poisons information centres
- **The Food Standards Australia New Zealand Total Diet Survey** – expansion of the TDS could provide us with decent data about dietary exposure to pesticides and veterinary medicines.

Due to the number of datasets identified above, this monitoring program will provide significant challenges for data access. Some jurisdictions may choose not to share data due to privacy concerns or resource constraints, and others may provide the data in a format which is not easily usable for our purposes. Some of these challenges could be avoided by entering into data sharing arrangements whereby DAWE provides some level of funding or payment to institutions to 'buy' their data from them in formats which are more accessible for us. While this would come with ongoing financial costs, it could reduce the required ASL of the surveillance and monitoring program. Alternatively, the data and surveillance IT infrastructure could be developed in such a way that jurisdictions are able to access it and input their own data, which they may agree to under an MoU or IGA if they are able to access the broader dataset for their own purposes. While this would reduce ongoing costs and ASL requirements, it may have greater upfront costs. These options have not been costed.

The sources described above could be supplemented by additional data from:

- **Adverse experience reports (AERs)** - which describe human exposure to, or human health effects resulting from the use of, a pesticide or veterinary medicine
- **Peer reviewed journal articles** - discussing human exposure, to or health effects resulting from, pesticide and veterinary medicine use.
- **Decisions of the APVMA and international regulators to restrict chemicals for human health reasons.**

Other potential data sources which could be used to monitor the accumulation of pesticides and veterinary medicines in the environment are:

- **WHS notifiable incidents data (held by S&T regulators)**
- **Poisons centres data**
- **Human health tests carried out by DAWE**
- **DAWE could develop a human health surveillance system for agricultural workers**

Contamination of agricultural produce

The following data sources have been identified to monitor this area of concern:

- **National residue survey (domestic)** – the Final Report proposes the establishment of a domestic produce monitoring system, built off the NRS
- **National residue survey (export)** – this is the established arm of the NRS

Other potential data sources which could be used to monitor the contamination of agricultural produce are:

- **FreshTest data**

- **Other industry testing schemes** (to be explored)

These are industry data sources which would require purchase by the Department.

Increasing incidence of pesticide and veterinary medicine resistance

The following data sources have been identified to monitor this area of concern:

- **Adverse experience reports (AERs)** - which describe pesticide or disease resistance
- **Direct reporting by primary producers and veterinarians**

Additionally, we understand that the Department has recently received funding to undertake further monitoring of antimicrobial resistance, though this program is yet to be established. This will need to be further explored with the relevant business area.

Potential data sources for additional resistance data include:

- **Direct industry surveys**
- **The CSIRO's PSURP proposal**

Trade risks

The identification of trade risks relies on monitoring of decisions made by overseas authorities, and emerging research on pesticides and veterinary medicines. To identify these risks, staff within the surveillance and research team would be responsible for monitoring these decisions and research.

Definite data sources:

- **Peer reviewed journal articles**
- **Decisions of APVMA and international regulators**
- **NRS export data**
- **NRS domestic data** – less useful than export data, but still worth paying attention to if we are using a lot of products domestically that are not allowed overseas.
- **Biosecurity reporting data (e.g. for new pests and diseases)**

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Figure of Potential Surveillance System

Australian Government
Department of Agriculture, Water and the Environment

PROCUREMENT PLAN

Research consultancy to identify agvet chemical data sources

PROCUREMENT DESCRIPTION/OUTCOME

The Department of Agriculture, Water and the Environment (the department) has policy responsibility for agricultural and veterinary (agvet) chemicals authorisation (supply) in Australia. As part of this responsibility, the department must ensure that policy settings and legislation for agvet chemicals ensure their safe and effective use, without causing undue harm to people or the environment. The department also represents the Australian government at various international fora, where policy and regulatory settings are discussed.

However, despite data being provided to the supply regulator at the time of authorisation of agvet chemicals, there is little data currently available to the department regarding human health or environmental fate of agvet chemicals in Australia in 'field' conditions. Similarly, the department has little information about the presence of agvet chemicals in treated produce sold domestically within Australia. The paucity of available 'field' data poses risks to the Australian government in both policy development and in international fora, when discussing the integrity and effectiveness of the Australian regulatory system.

This procurement aims to map all current sources of data on agvet chemical use in Australia, such as state and territory, industry, or academic monitoring programs which could be leveraged to inform the department. This will allow us to determine if current data sources are sufficient to inform us about agvet chemical use in Australia. The mapping exercise will also allow the identification of any gaps where new data is needed.

The data sources identified through this consultancy could also prove useful if the government chooses to establish a surveillance and monitoring system as recommended in the Final Report of the Independent review of the pesticides and veterinary medicines (agvet) regulatory system in Australia.

Due to the breadth and complexity of agvet chemical use in Australia, the mapping must consider a wide variety of data sources. For example, it must give consideration to:

- Existing state and territory environmental monitoring programs (for example Great Barrier Reef monitoring data).
- Annual agvet chemical sales data.
- Domestic produce monitoring data (industry and government).
- Public health data (including notifiable diseases data and poisons information centre data).
- WHS reporting data (such as workers compensation data and fatalities data).

It is proposed that the mapping and gap analysis be undertaken by a suitably qualified and experienced consultant, with expertise in data management at a national level. Due to the high level of expertise and subject matter knowledge required, departmental staff are not best placed to undertake this work. The procurement will deliver a report setting out:

1. Which sources of data are relevant and useful to the department and which are not, including the reasons. This will take into account which of the sources provide

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Department of Agriculture, Water and the Environment

relevant validated data, collection methodology, quantity of data, as well as any costs or complexities associated with their collection.

2. Any gaps in the available data which the Department should establish new data collection programs to fill.

3. Recommendations on \ how data gaps can be filled in the most efficient and effective way.

SPECIFICATIONS

The procurement specifications outlined in the approach to market will be as follows:

The Department of Agriculture, Water and the Environment (the department) is responsible for the Commonwealth agricultural and veterinary chemicals (agvet) regulatory system. This regulatory system ensures that the agvet chemicals used in Australia are safe and effective.

The department is currently investigating how we can better monitor the effectiveness of the agvet chemicals regulatory system and provide assurance that the controls on these products are effective and not leading to poor environmental or human health outcomes. The department is seeking to engage a suitably skilled and experienced consultant to map current sources of data on agvet chemicals in use in Australia.

The successful tenderer will be required to investigate and report on sources of data related to agvet chemical use within Australia. Specifically, they will:

1. **Identify relevant sources of data on the use and fate of agvet chemicals in Australia.** The successful tenderer must provide an assessment of these data sources to the department, and that list must contain (at minimum) the name of the dataset, a description of the data it contains, the identity of the person or organisation who has control or ownership of the data.

2. **Analyse the data sources to determine how relevant they are to the department requirements.** The successful tenderer must determine which of the identified data sources the department should use to monitor the effectiveness of the agvet regulatory framework. When monitoring the effectiveness of the regulatory framework, the department considers the following issues of particular importance:

   - Human health data on agvet chemicals, for example from biological monitoring.
   - Agvet chemical residues on or in domestic agricultural produce and in the Australian environment.

   The tenderer should consider all agvet chemicals currently or previously used in Australia, but give specific consideration to:

   - Agvet chemicals listed under the international conventions to which Australia is a party (for example Stockholm Convention on persistent organic pollutants).
   - Agvet chemicals with known human health or environmental risks.

   The analysis must also give consideration to:

   - The quantity and quality of data available, how the data is collected, sampling and validation processes, and geographic and temporal information (where relevant).
   - The data’s format and accessibility

- The data owner's willingness to share the data.
- Any costs associated with obtaining the data.

3. **Identify any gaps in the data.** The successful tender must consider if the data sources identified to date meet the criteria set out by the department. Any areas where the data is does not meet these criteria must be identified.
4. **Provide final recommendations to the department on which data sources should be included and where new data gathering programs should be developed.** The successful tender must provide the department with recommendations on:
   - Which data sources the department meet the criteria and which it should not, including the reasons why.
   - Which measures the department may take to address any gaps identified in the most efficient way possible.
5. **Report on their findings**. At completion of the project, the successful tender must provide the department with a final report setting out its findings.

POLICIES OR LEGISLATION THAT IMPACT

This procurement will be conducted in accordance with the *Public Governance, Performance and Accountability Act 2013*, Commonwealth Procurement Rules, Accountable Authority Instructions and relevant departmental policies.

The department's Indigenous Procurement Policy applies to this procurement. This policy requires us to investigate if an Indigenous business can deliver the required goods or services on a value for money basis before we approach the market. In line with this policy we have reviewed the SupplyNation database but have not identified any indigenous business with the required expertise to deliver this project. More information about the market research undertaken to inform this decision can be found in section 6 of this procurement plan.

ANY STANDARDS THAT APPLY

No Australian or international standards apply to this procurement.

MARKET RESEARCH

We have reviewed whole-of-government standing offer arrangements (i.e. panels) and whole-of-government coordinated procurement arrangements and determined there are no existing arrangements suitable to cover this procurement.

We are aware of some consultancy services who have the necessary skills and experience to undertake the work (e.g. GHD Group, EY Analytics), and expect there to be suitable tenders in response to the ATM.

We have reviewed the SupplyNation database and have not identified any Indigenous business with the required expertise to deliver this project. This research involved reviewing

Australian Government
Department of Agriculture, Water and the Environment

the capabilities of all indigenous businesses on the database which fell into the following categories or search terms:

- ‘chemicals’
- ‘research’
- ‘consulting’
- ‘agriculture’

Our understanding of the cost of this consultancy is limited by a lack of similar consultancies undertaken in the past. If no tenderers provide value for money we will investigate engaging a non-ongoing contractor to undertake the work over a longer term.

ESTIMATE VALUE

The value of the procurement has been estimated at between $60,000 and $100,000 including GST.

The total maximum anticipated value of the procurement, including all options, extensions, renewals or other mechanisms that may be executed over the life of the contract, has been estimated as $110,000 including GST.

All fees associated with the project will be negotiated prior to contract execution, the contract is not expected to include any forms of renumeration other than negotiated fees (i.e. it will not include premiums, commissions, interest or any other revenue streams). As the research and report writing are expected to be desktop based, we do not anticipate any travel fees or associated overheads.

ESTIMATED TIME-FRAME

We require that the goods and services be delivered by 31 October 2022. To meet this timeframe, our proposed contract period is from 20 June 2022 to 31 October 2022. Please see the estimated timeline below:

Activity	**Delivery date**
Prepare FAS Brief for approval	14 April 2022
Prepare procurement plan for approval	14 April2022
Prepare ATM for approval	22 April 2022
Approach market	2 May 2022
Tender period closes	30 May 2022
Evaluate tenders	13 June2022
Offer made and contract negotiation completed	16 June 2022
Engage successful tenderer	20 June 2022
Contract period finishes / Delivery of final report	31 October 2022

Our current and future year funding estimates is:

Financial Year	**Funding $’000**	**Contract term and extension options**
Current financial year (2021-2022)	$30,000	N/A

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Next financial year (2022-2023)	$70,000	N/A

We have consulted with our Divisional Business Partners in the Financial Management Branch, who have confirmed that funding is available and the amounts have been recorded for forward year budgets.

PROCUREMENT METHOD

As the maximum anticipated value of the procurement exceeds $80,000, the procurement will use an open tender approach to market.

While the department could choose to utilise a limited tender approach under the exemptions in Appendix A of the Commonwealth Procurement rules, an open tender approach has been chosen as it allows us to attract a wide variety of service providers for consideration.

RISK

We have identified the following risks and risk treatment strategies:

1. **Proper procurement processes are not followed.** To ensure that proper procurement processes are followed, the Agvet review and projects team will consult with procurement at each stage of the procurement and when any unforeseen issues occur.
2. **No suitable tenderers respond to the ATM, or suitable tenderers are unable to conduct the required activities.** If we are not able to engage a suitable tenderer to undertake the work, we will consider engaging a non-ongoing contractor to undertake the work over a longer period of time. While this is not the preferred outcome, risks that arise from these approaches can be managed through other means.
3. **The procurement does not meet its established timeframes.** To ensure the procurement timeframes are realistic, the project scope and project timelines will be provided to potential tenderers as part of the ATM package. The successful tenderer will also have input into the project timeline through their tender and initial meetings with us, to ensure they are confident with the timeframe. During the project, our team will have regular meetings with the successful tenderer to make sure the project is progressing successfully. Additionally, payments will be milestone based, incentivising the tenderer to deliver work on time.
4. **The tenderer misunderstands the project and the report is off-topic.** We will be available to answer questions on the ATM to make sure it is clear and easy to understand. We will also have introductory meetings with the successful tenderer to make sure they understand the project, and meetings throughout to project make sure it is progressing on the right track.
5. **The provider delivers a low quality report.** To ensure the report is of a high quality, we will undertake due diligence to ensure the successful tenderer has suitable expertise and experience, and a track record of delivering high quality work. This expertise must be in both agvet chemicals, and in data management and analysis.

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Additionally, we will host regular meetings with the tenderer and review drafts of their reports to provide feedback. If the drafts are not of a sufficient quality, we will address this with the tenderer. As a last resort, our contract will allow the department to reject the reports if they are not of a sufficient quality.

Note that a risk assessment template has not been completed for this procurement, as no unacceptable risks have been identified for treatment. A full risk assessment using the template is only required if an unacceptable risk is identified which requires further analysis and treatment.

EVALUATION CRITERIA

Tenders will be evaluated using the Commonwealth Contracting Suites evaluation criteria, these are:

- Meets requirements
- Proven capacity
- Total cost

These criteria will be used to determine the overall value for money of each tender.

When assessing if tenders meet requirements, the evaluation panel will consider:

- The tenderers proposed design for the research project and report (i.e. is it fit for purpose, efficient and flexible)
- The tenderers understanding of the projects aims, goals and needs

When assessing if tenderers have proven capacity, the evaluation panel will consider

- The tenderers' ability to meet the objectives, specifications and timeframe
- The past performance of the tenderer
- The performance history of personnel

Criteria will not be weighted.

The tenders will be evaluated by an evaluation panel comprised of members from the Agvet Chemicals Review and Projects Section, and the Agvet Chemicals Policy Section. Members of the evaluation panel will be selected based on their previous experience in the procurement of consultancy and their relevant subject matter expertise.

CONTRACT

As this is a low risk tender with a value under $1 million, it is mandatory that the Commonwealth Contracting Suite (CCS) be used. The CCS include the Commonwealth Contract, which incorporates the standard Commonwealth Contract Terms.

Advice on the contract may be sought from the Department's procurement or legal areas, if required.

Proposed Contract Date	
Start Date	***Finish Date***
20 June 2022	31 October 2022

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Department of Agriculture, Water and the Environment

RESPONSIBLE BUSINESS DIVISION AND BRANCH

This procurement will be carried out by the Agvet Chemicals Review and Projects Section, within the Agvet Chemicals & Forestry Branch. This branch is part of the Agvet Chemicals, Fisheries, Forestry and Engagement Division.

The contact officer for this procurement is s. 47F(1)

- Email: s. 47F(1) @agriculture.gov.au
- Office: 02 627s. 47F(1)

The Director of the Agvet Chemicals Review and Projects Section is s. 47F(1)

- Email: s. 47F(1) @agriculture.gov.au
- Office: 02 627s. 47F(1)

The total budget for this procurement is $110,000. The cost centre for this procurement is G61.

Date approved		**Division/Branch/Section**	
Contact Name		**Contact Phone**	

I approve the procurement plan and confirm that there will be money available in cost centre G61 at the time of entering into the procurement.

I am not aware of any conflicts of interest that would prevent me from approving this procurement plan.

.....

Julie Gaglia, First Assistant Secretary (A/g) AFFE

Position No.

Australian Government
Department of Agriculture, Water and the Environment

Ref: [insert no.]

Internal general briefing

To: Emma Campbell, First Assistant Secretary, AFFE.

Action required: (For Decision)

Timing: 15 April 2022 to ensure procurement begins on schedule

Subject: Research consultancy to identify pesticides and veterinary medicines data sources

Recommendations

1. That you give approval for the Agvet Chemicals Review and Projects Section to engage a consultant to undertake research and analysis to stocktake available data sources of residues of agvet chemicals in domestic produce and the environment in Australia.

Decision: Approved/Not approved/Please discuss.

Signature of FAS:

Date: April 2022

Key points

1. The Department of Agriculture, Water and the Environment (the department) has policy responsibility for pesticide and veterinary medicine authorisation within Australia. As part of this responsibility, we must ensure that policy settings and legislation for pesticides and veterinary medicines ensure their e safe and effective use, without causing undue harm to people or the environment. We also represent Australia at various international agricultural forums, where we rely heavily on our reputation for safe, high quality agricultural produce created without harm to people or the environment.
2. However, there is little data available to the department regarding human health or environmental consequences from the use of pesticides and veterinary medicines in Australia. Similarly, the department has little information about the presence of pesticides and veterinary medicines in treated produce sold domestically within Australia.
3. This procurement aims to map all current sources of data on pesticides and veterinary medicine use in Australia, such as state and territory, industry, or academic monitoring programs which could be leveraged to inform the department. This will allow us to determine if current data sources are sufficient to inform us about pesticide and veterinary medicine use in Australia. The mapping exercise will also allow the identification of any gaps where new data is needed.
4. The data sources identified through this consultancy could also prove useful if the government chooses to establish a surveillance and monitoring system as recommended in the Final Report of the Independent review of the pesticides and veterinary medicines regulatory system in Australia.
5. It is proposed that the mapping and gap analysis be undertaken by a suitably qualified and experienced consultant, with expertise in data management at a national level. Due to the high level

of expertise and subject matter knowledge required, we do not consider that departmental staff are best placed to undertake this work.

6. The consultancy is proposed to begin 20 June 2022 and finish 31 October 2022. The consultant will deliver a report setting out:
   a. Relevant and useful data sources. This will take into account which of the sources provide relevant, validated data, collection methodology, quantity of data, as well as any costs or complexities associated with sources collection.
   b. Any gaps in the data for which new data collection programs may need to be established.
7. The consultancy will support an understanding of data sources for pesticides and veterinary medicines. An understanding data aligns with the following departmental strategic priorities:
   a. Deliver policies and programs to support profitable and resilient agribusiness.
   b. Improve the status of threatened species and ecosystems.
   c. Conserve and maintain Australia's unique heritage.
8. Ernst & Young will not be approached directly to engage in the consultancy, however the procurement will utilise an open tender process (if no suitable indigenous service providers are identified). As such, Ernst & Young may chose to submit a tender.
9. Under caretaker conventions, the department should not enter into major contracts or undertakings during this period. However, we would not expect this to be considered a 'major contract' due to its limited budget. Similarly, it is intended to inform the department about the availability of data relevant to our work, rather than being tied to any policy commitments.

Financial impacts

10. The estimated cost of the consultancy is $60,000-100,000.
11. We have consulted with our Divisional Business Partners in the Financial Management Branch, who have confirmed that there is adequate budget available for current and forward periods.
12. The procurement will be funded through departmental funds, using the Agvet Chemicals Review and Projects cost centre (G61).
13. It is expected the inception payment will be made during the 2021-22 financial year, with the balance of the contract payments expended during the 2022-2023 financial year.

Stakeholder implications

14. The department does not anticipate any implications for stakeholders because the project is only intended to provide advice to the department in relation to data sources for residues in produce and the environment.
15. Appropriate consultation would be undertaken should Government agree, at some future time to implement a residue monitoring program such as the one recommended by the Independent review of the pesticides and veterinary medicines regulatory system in Australia.

Clearing officer

Name: Julia Gaglia
Position: Assistant Secretary
Branch/division: Agvet Chemicals and Forestry
Phone (landline): 02 6272 4298
Phone (mobile): s. 47F(1)
Date document forwarded to decision-maker: [/dd/04/2022]

Contact officer

Name: s. 47F(1)
Section: Agvet Chemicals Review and Projects
Phone (landline): 02 627s. 47F(1)

Australian Government
Department of Agriculture, Water and the Environment

1. PROCUREMENT PLAN

Scoping a national surveillance program for pesticides and veterinary medicines

2. PROCUREMENT DESCRIPTION/OUTCOME

The Department of Agriculture, Water and the Environment is investigating the establishment of a national surveillance system for pesticides and veterinary medicines.

The surveillance system would incorporate data from both new and existing sources, allowing the department to monitor the effectiveness of the pesticides and veterinary medicines regulatory framework. This will allow us to determine is pesticides and veterinary medicines are causing any harm to people or the environment, and, if so, what further controls should be placed on their use.

To determine if the national surveillance system is feasible, the Department requires that all current sources of data on pesticides and veterinary medicine use in Australia be mapped. This will allow us to determine if current data sources are sufficient to inform the national surveillance program. If they are not sufficient, it will allow us to identify any gaps where new data must be generated.

To ensure that the surveillance system works effectively, the mapping must consider a wide variety of data sources at a national level. For example, it must give consideration to:

- Existing state and territory environmental monitoring programs (including Great Barrier Reef monitoring data)
- Biosecurity data collected by the Department
- Annual pesticides and veterinary medicines sales data
- Industry produce testing data
- Public health data (including notifiable diseases data and poisons information centre data), and
- WHS reporting data (such as workers compensation data and fatalities data).

It is proposed that the mapping and gap analysis be undertaken by a suitably qualified and experienced consultant, with expertise in data management at a national level. Due to the high level of expertise and subject matter knowledge required, we do not consider that Department staff are best placed to undertake this work.

The procurement will deliver a report setting out:

- Which sources of data are viable for the surveillance system and which or not, including why each is or is not viable. This will take into account which of the sources provide relevant, useful data and how much data is available, as well as any costs or complexities associated with their collection.
- Any gaps in the available data which the Department would need to establish new data collection programs to fill.
- Recommendations on which data sources should be pursued and how data gaps can be filled in the most cost efficient way.

Commented [SC1]: For them to do a proper gap analysis, we will need to be able to explain what we need very well, so they can identify where we won't get it.

e.g. specifying exactly what chemicals we want considered, what geographical locations we need to operate in, how far back the data needs to go etc.

Commented [SC2R1]: I have added in the chemicals discussed with s. 47F(1) and s. 47F(1) to account for this

3. SPECIFICATIONS

The Agvet Review and Projects Section will develop an approach to market (ATM) setting out the requirements that the successful tender must fulfill.

The successful tenderer will be required to investigate and report on data sources for the following issues:

- Environmental monitoring data in each state and territory (including but not limited to, water, waterway sediment and soil testing)
- Human health data in each state and territory (including, but not limited to, WHS ~~reporting~~ data and public health ~~reporting~~ data)
- Existing commonwealth programs (such as ~~including but not limited to, the National Residues Survey and~~ the Australian Total Diet Survey)
- Resistance to pesticides and veterinary medicines (including any data available or programs in place to monitor resistance)
- Trade risks (including any data available or programs in place to monitor these risks).

The successful tenderer will be required to develop a report listing each source of data identified for each of the issues above. The report must provide the following information:

- Title (name of dataset)
- Brief description (what is contained in the dataset)
- Primary source (who provides the data in the dataset)
- Dataset owner (who owns the data in the dataset)
- Dataset creator (if different to data owner)
- Location (the geographic area the asset applies to)
- ~~Receivers (name of the Agency or company responsible for creating the dataset)~~
- Infrastructure (where and how is the data stored)
- Collection method (how is the data compiled, including any associated acts, policies or agreements)
- Access rights (information on any access restrictions placed on the dataset)
- Purpose (how is the dataset used / why was it established)
- Users (who routinely accesses the data)
- Update frequency (how often is the data updated)
- Classification system (what code or classification system is used)
- Compliance with data standards (does the data comply with the ONDC's Core Meta Data Attributes or other relevant standards).
- Associated documentation (links to any documentation that accompanies the dataset, such as methodology etc.
- Further comments (any further information on the dataset which may be useful)

Commented [TP3]: I think given the sensitivities around the NRS, we might want to exclude NRS data from this project. We can go direct to the NRS about their data.

Commented [SC4R3]: Actioned. Though they will still need to consider the NRS when undertaking their gap analysis. This is probably something to discuss with the supplier in our initial project meeting.

Commented [TP5]: I think this is distinct from the owner of the dataset in some cases. I think we need to include Owner as a separate dot pt.

Commented [SC6R5]: Actioned

Commented [TP7]: Data standards complied with As a separate point?

Commented [SC8R7]: Actioned. I think the main thing we want the data to comply with is the ONDC's Core Metadata Attributes. However, this might be a bit much to ask, as they would probably need to get hold of the data and compare it to the standard.

In considering relevant data sources, the successful tenderer should give relevant pesticides and veterinary medicines. This includes all pesticides and veterinary medicines currently or previously used in Australia, but should give specific consideration to:

- Pesticides and veterinary medicines listed under the Stockholm Convention.
- Neonicotinoids
- Chemicals with known human health or environmental risks

In addition to this information, the successful tenderer must provide recommendations on:

- Which data sources are suitable for inclusion in the surveillance system and which are not, including the reasons why.
- Where gaps exist in the available data, which ~~and~~ measures the department should take to address those gaps.

Their ~~providers~~ analysis must give consideration to:

- The quantity and quality of data available
- It's relevance to the proposed surveillance system
- Access to both historical and future records
- Data accessibility (e.g. is the data private, held in a difficult format, freely downloadable, are holders open to data sharing arrangements?)
- Any costs associated with obtaining the data (i.e. do we have to buy the data?)
- The data owner's willingness to share the data with the department.

The successful tenderer will be responsible for the design of the report and research project, with input from the Department. This will maximise the use of the tenderers expertise while ensuring the Department's needs are met.

4. POLICIES OR LEGISLATION THAT IMPACT

The Indigenous Procurement Policy applies to this procurement. This policy requires us to will investigate if an Indigenous business can deliver the required goods or services on a value for money basis before we approach the market.

In line with this policy we have reviewed the SupplyNation database but have not identified any indigenous business with the required expertise to deliver this project.

5. ANY STANDARDS THAT APPLY

No Australian or international standards apply to this procurement.

6. MARKET RESEARCH

We have reviewed whole-of-government standing offer arrangements (i.e. panels) and whole-of-government coordinated procurement arrangements and determined there are no existing arrangements suitable to cover this procurement.

Commented [SC9]: I've added this to give some direction to tenderers, in line with the list of chemicals provided by s. 47F(1). We could provide a more detailed list, or no list at all, but I think just providing some middle level of direction might help tenderers.

Commented [SC10]: These are:
- Aldrin (no longer registered in Australia)
- Chlordane
- Dieldrin
- Endrin
- Heptachlor
- Hexachlorobenzene (HCB)
- Mirex
- Toxaphene
- DDT
- Furans
- Alpha hexachlorocyclohexane
- Beta hexachlorocyclohexane
- Chlordecone
- Dicofol
- Lindane
- Pentachlorobenzene
- Pentachlorophenol and its salts and esters
- Technical endosulfan and its isomers
- Perfluorooctane sulfonic acid and fluoride

Commented [SC11]: Neonicotinoids registered in Australia are:
- clothianidin
- imidacloprid
- thiamethoxam
- thiacloprid

Commented [SC12]: I will ask procurement for some advice on this once we are relatively happy with the plan.

I mostly need to know how strict the policy is. There was no one with the specific skills we want on supply nation but procurement may ask us to approach generic 'consultants' listed there before we go to open market.

Commented [TP13]: Can we identify anyone likely.

Commented [SC14R13]: Add in GHD and other examples.

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Department of Agriculture, Water and the Environment

We are aware of some consultancy services (such as GHD Group and EY Analytics) who have the necessary skills and experience to undertake the work, and expect there to be ~~Our preliminary analysis of the market indicates there are few consultants with the specific knowledge that we desire. While this may impact the price of the consultancy, we still expect there to be suitable tenders in response to the ATM.~~

We have reviewed the SupplyNation database and have not identified any Indigenous business with the required expertise to deliver this project. This research involved reviewing the capabilities of all indigenous businesses on the database which fell into the following categories or search terms:

- 'chemicals'
- 'research'
- 'consulting'
- 'agriculture'
- 'surveillance'

Our understanding of the price of this consultancy is limited by lack of similar consultancies undertaken in the past. If no tenderers provide value~~the . If we decide no one is value~~ for money we ~~can~~ will investigate ~~look at attempting the work ourselves~~engaging a non-ongoing contractor to undertake the work.

7. ESTIMATE VALUE

The value of the procurement has been estimated at between $60,000 and $100,000 ~~$$XXX-$XXX,~~ including GST.

The total maximum anticipated value of the procurement, including all options, extensions, renewals or other mechanisms that may be executed over the life of the contract, has been estimated as $~~-~~110,000 including GST.~~XXX.~~

~~These estimates have been developed based on discussions with the team responsible for the waste water visualisation platform. Their platform required a similar scoping project to be undertaken, which has a total cost of $XXX. In comparing the two projects, we consider the scoping for the national surveillance program for pesticides and veterinary medicines to be approximately X% more/less complex, resulting in the final cost estimate.~~

All fees associated with the project will be negotiated prior to contract execution, the contract is not expected to include any forms of renumeration other than negotiated fees (i.e. it will not include premiums, commissions, interest or any other revenue streams). As the research and report writing are expected to be desktop based, we do not anticipate any travel fees or associated overheads.

8. ESTIMATED TIME-FRAME

We require that the goods and services be delivered by October 2022 at the latest, such that the research can be considered as part of any proposals for the 2023-24 budget. To meet

Commented [SC15]: I agree that considering the PMC consultancy this seems like a good ballpark figure. If we limit it to <$80,000 we don't' need go through supply nation etc. though.

Commented [SC16]: This was intended to be based on estimates provided by the waste team for their procurement. However, they largely did their mapping work themselves or through their data forum. As such we don't have a previous estimate to work off.

I will do some project mapping to try to come up with some estimates, but would appreciate any advice or ideas from others.

Commented [TP17R16]: I think we just wait until

this timeframe, our proposed contract period is from 20 May~~1 July~~ 2022 to ~~31 October~~16 September 2022. Please see the estimated timeline below:

Activity	Delivery date
Prepare FAS Brief for approval~~Prepare procurement plan for approval~~	11 March 2022~~18 February 2022~~
Prepare procurement plan for approval	18 March 2022
Prepare ATM for approval	~~18~~ 25 March 2022
Approach market	~~21~~1 April~~28 March~~ 2022
Tender period closes	~~292~~13 April~~May~~ 2022
Evaluate tenders	~~28~~6 May ~~April~~27 ~~May~~ 2022
Offer made and contract negotiation completed	~~13~~1 May ~~30 June~~ 2022
Engage successful ~~supplier~~tenderer	~~20~~7~~1~~ May ~~July~~ 2022
Contract period finishes / Delivery of final report	16~~4 July~~September 2022

Our current and future year funding estimates is:

Financial Year	Funding $'000	Contract term and extension options
Current financial year (2021-2022)	$75,~~-~~000	N/A
Next financial year (2022-2023)	$25,000XX	N/A~~Option to extend the contract if both parties agree~~

We have consulted with our Divisional Business Partners in the Financial Management Branch, who have confirmed that funding is available and the amounts have been recorded for forward year budgets.

9. PROCUREMENT METHOD

As the expected value of the procurement may exceed~~is over~~ $80,000, the procurement will be Open Tender. This also allows us to attract a wide variety of service providers for consideration.

10. RISK

We have identified the following risks and risk treatment strategies:

- **Proper procurement processes are not followed.** To ensure that proper procurement processes are followed, the Agvet review and projects team will consult

Commented [SC18]: I've adjusted these dates to provide minimum 1 week for clearance and publication of for ATM, tender evaluation etc.

Also pushed the procurement plan date to end of next week so Emma has time to clear brief.

Commented [SC19]: This is done

Commented [SC20]: If it's under $80,000 we can go through a limited tender process, but then we'd need to have some suppliers in mind to approach, so open may still be better.

Commented [SC21]: Other potential risks we could address are:
-Conflicts of interest or other probity issues.
-Evaluation is not transparent or defensible.
-Contract negotiations exceed timeframes.
-Potential for variations in scope and price.
-Contract does not deliver value for money.

with Procurement at each stage of the procurement and when any unforeseen issues occur.

- **No suitable ~~supplier~~tenderers respond to the ATM, or suitable ~~supplier~~tenderers are unable to conduct the required activities.** If we are not able to engage a suitable ~~supplier~~tenderer to undertake the work, ~~-~~we will consider engaging a non-ongoing contractor to undertake the work over a longer period of time~~Department staff will undertake the work themselves~~. While this is not the preferred outcome, risks ~~of Department staff~~ that arise from this approach~~vh undertaking~~ can ~~the work may~~ be managed through other means.
- **The procurement does not meet its established timeframes.** To ensure the procurement timeframes are realistic, ~~-~~the project scope ~~we will consult this procurement plan~~ and project timelines will be provided to potential ~~supplier~~tenderers as part of the ATM package. The successful ~~supplier~~tenderer will also have input into the project timeline through their tender and initial meetings with us, to ensure they are confident with the timeframe. During the project, our team will have regular meetings with the ~~supplier~~tenderer to make sure the project is progressing successfully. Additionally, payments will be milestone based, incentivising the ~~supplier~~tenderer to deliver work on time.
- **The ~~supplier~~tenderer misunderstands the project and the report is off-topic.** We will be available to answer questions on the ~~consult on our~~ ATM to make sure it is clear and easy to understand. We will also have introductory meetings with the successful ~~supplier~~tenderer ~~consultant~~ to make sure they understand the project, and meetings throughout to project make sure it is progressing on the right track.
- **The provider delivers a low quality report.** To ensure the report is of a high quality, we will undertake due diligence to ensure the successful ~~supplier~~tenderer ~~we must engage~~ has ~~a provider with~~ suitable expertise and experience, and a track record of delivering high quality work.~~.~~ This expertise must be in both pesticides and veterinary medicines, and in surveillance systems. Additionally, we will host regular meetings with the ~~supplier~~tenderer ~~provider~~ and review drafts of their reports to provide feedback. If the drafts are not of a sufficient quality, we will address this with the ~~supplier~~tenderer~~provider~~. As a last resort, our contract will allow the department to reject the reports if they are not of a sufficient quality.

Note that a risk assessment template has not been completed for this procurement, as no unacceptable risks have been identified for treatment. A full risk assessment using the template is only required if an unacceptable risk is identified which requires further analysis and treatment.

11. EVALUATION CRITERIA

Tenders will be evaluated using the Commonwealth Contracting Suites evaluation criteria, these are:

- Meets requirements
- Proven capacity
- Total cost

These criteria will be used to determine the overall value for money of each tender.

Commented [SC22]: Should we be doing a proper analysis of the pros and cons of us doing it vs the department doing it?

Commented [TP23R22]: I think change thing to suggest we will engage a contractor with suitable expertise or experience.

Commented [SC24]: Need to check for consistency – supplier vs tenderer.

Commented [SC25]: I have seen a couple of references to an evaluation plan in the procurement plan but the requirements are not clear to me. For example: do we need to publish the evaluation plan with the ATM, so that tenderers know how they will be evaluated? Or is it a separate internal document? What size procurements need an evaluation plan.

Another thing to ask procurement about.

When assessing if tenders meet requirements, the evaluation panel will consider:

- The tenderers proposed design for the research project and report (i.e. is it fit for purpose, efficient and flexible)
- The tenderers understanding of the projects aims, goals and needs

When assessing if tenderers have proven capacity, the evaluation panel will consider

- The tenderers' ability to meet the objectives, specifications and timeframe
- The past performance of the tenderer
- The performance history of personnel

Criteria will not be weighted.

The tenders will be evaluated by evaluation panel, comprised of members from the Agvet Chemicals Review and Projects Section, and the Agvet Chemicals Policy Section. Members of the evaluation panel will be selected based on their previous experience in the procurement of consultancy and their relevant subject matter expertise.

12. CONTRACT

As this is a low risk tender with a value under $1 million, it is mandatory that the Commonwealth Contracting Suite (CCS) be used. The CCS include the Commonwealth Contract, which incorporates the standard Commonwealth Contract Terms.

Advice on the contract may be sought from the Department's procurement or legal areas, if required.

Proposed Contract Date	
Start Date	***Finish Date***
20 May~~1 July~~ 2022	~~30 October~~16 September 2022

13. RESPONSIBLE BUSINESS DIVISION AND BRANCH

This procurement will be carried out by the Agvet Chemicals Review and Projects Section, within the Agvet Chemicals & Forestry Branch. This branch is part of the Agvet Chemicals, Fisheries, Forestry and Engagement Division.

The contact officer for this procurement is s. 47F(1)

- Email: s. 47F(1) @agriculture.gov.au
- Office: 02 627s. 47F(1)

The Director of the Agvet Chemicals Review and Projects Section is s. 47F(1)

- Email: s. 47F(1) @agriculture.gov.au
- Office: 02 627s. 47F(1)

The total budget for this procurement is $1100,000. The cost centre for this procurement is G61.

Commented [SC26]: Updated to be consistent with the maximum in paragraph 7

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Date approved		**Division/Branch/Section**	
Contact Name		**Contact Phone**	

I approve the procurement plan and confirm that there will be money available in cost centre G61 at the time of entering into the procurement.

I am not aware of any conflicts of interest that would prevent me from approving this procurement plan.

.....

Delegate name

Position No.

Australian Government
Department of Agriculture, Water and the Environment

Ref: D22/165007

Internal general briefing

To: Julie Gaglia, First Assistant Secretary (A/g), AFFE.

Action required: (For Decision)

Timing: 15 April 2022 to ensure procurement begins on schedule

Subject: Research consultancy to identify agvet chemicals data sources

Recommendations

1. That you give approval for the Agvet Chemicals Review and Projects Section to engage a consultant to research and identify sources of data agvet chemicals residues in Australia, and any impacts they are having on people and the environment.

Decision: Approved/Not approved/Please discuss.

Signature of FAS:

Date: April 2022

Key points

1. The Department of Agriculture, Water and the Environment (the department) has policy responsibility for agricultural and veterinary (agvet) chemicals authorisation (supply) in Australia. As part of this responsibility, the department must ensure that policy settings and legislation for agvet chemicals ensure their safe and effective use, without causing undue harm to people or the environment. The department also represents the Australian government at various international fora, where policy and regulatory settings are discussed.
2. However, despite data being provided to the regulator at the time of authorisation of agvet chemicals, there is little data currently available to the department regarding human health or environmental fate of agvet chemicals in Australia in 'field' conditions. Similarly, the department has little information about the presence of agvet chemicals in treated produce sold domestically within Australia. The paucity of available 'field' data poses risks to the Australian government in both policy development and in international fora, when discussing the integrity and effectiveness of the Australian regulatory system.
3. This procurement aims to map all current sources of data on agvet chemical use in Australia, such as state and territory, industry, or academic monitoring programs which could be leveraged to inform the department. This will allow us to determine if current data sources are sufficient to inform us about agvet chemical use in Australia. The mapping exercise will also allow the identification of any gaps where new data is needed.
4. The data sources identified through this consultancy could also prove useful if the government chooses to establish a surveillance and monitoring system as recommended in the Final Report of the Independent review of the pesticides and veterinary medicines (agvet) regulatory system in Australia.

5. It is proposed that the mapping and gap analysis be undertaken by a suitably qualified and experienced consultant, with expertise in data management at a national level. Due to the high level of expertise and subject matter knowledge required, departmental staff are not best placed to undertake this work.

6. The consultancy is proposed to begin 20 June 2022 and finish 31 October 2022. The consultant will deliver a report setting out:
   a. Relevant and useful data sources. This will take into account which of the sources provide relevant, validated data, collection methodology, quantity of data, as well as any costs or complexities associated with their collection.
   b. Any gaps in the data for which new data collection programs may need to be established.

7. The consultancy will enable the department to better understand data sources for pesticides and veterinary medicines in Australia. This aligns with the following departmental strategic priorities:
   a. Deliver policies and programs to support profitable and resilient agribusiness.
   b. Improve the status of threatened species and ecosystems.
   c. Conserve and maintain Australia's unique heritage.

8. Ernst & Young will not be approached directly to engage in the consultancy. However, the procurement will utilise an open approach to market and as such, Ernst & Young may choose to submit a tender.

9. Under caretaker conventions, the department should not enter into major contracts or undertakings during this period. Advice from the Procurement team is that on face value the procurement should not be affected by caretaker conventions

10. Following analysis of caretaker convention advice on the department intranet, the Agvet Chemicals and Projects team considers this procurement would not meet 'major contract' due to its limited budget. Similarly, the procurement would not be seen to commit government to a particular policy position, as it intended to inform the department about the availability of data relevant to the department's general policy responsibilities.

Financial impacts

11. The estimated cost of the consultancy is $60,000-100,000.

12. We have consulted with our Divisional Business Partners in the Financial Management Branch, who have confirmed that there is adequate budget available for current and forward periods.

13. The procurement will be funded through departmental funds, using the Agvet Chemicals Review and Projects cost centre (G61).

14. It is expected the inception payment will be made during the 2021-22 financial year, with the balance of the contract payments expended during the 2022-2023 financial year.

Farmer/stakeholder implications

15. The department does not anticipate any implications for stakeholders because the project is only intended to provide advice to the department in relation to data sources for pesticide and veterinary medicine residues, and any impacts these are having on people or the environment.

16. Appropriate consultation would be undertaken should Government agree, at some future time, to implement a residue monitoring program such as the one recommended by the Independent review of the pesticides and veterinary medicines regulatory system in Australia.

Clearing officer

Name: s. 47F(1)
Position: Assistant Secretary (A/g)
Branch/division: Agvet Chemicals and Forestry
Phone (landline): 02 627s. 47F(1)
Phone (mobile): s. 47F(1)

Date document forwarded to decision-maker: [/dd/04/2022]

Contact officer

Name: s. 47F(1)
Section: Agvet Chemicals Review and Projects
Phone (landline): 02 627s. 47F(1)

Australian Government
Department of Agriculture, Water and the Environment

PROCUREMENT PLAN

Research consultancy to identify agvet chemical data sources

PROCUREMENT DESCRIPTION/OUTCOME

The Department of Agriculture, Water and the Environment (the department) has policy responsibility for agricultural and veterinary (agvet) chemicals authorisation (supply) in Australia. As part of this responsibility, the department must ensure that policy settings and legislation for agvet chemicals ensure their safe and effective use, without causing undue harm to people or the environment. The department also represents the Australian government at various international fora, where policy and regulatory settings are discussed.

However, despite data being provided to the supply regulator at the time of authorisation of agvet chemicals, there is little data currently available to the department regarding human health or environmental fate of agvet chemicals in Australia in 'field' conditions. Similarly, the department has little information about the presence of agvet chemicals in treated produce sold domestically within Australia. The paucity of available 'field' data poses risks to the Australian government in both policy development and in international fora, when discussing the integrity and effectiveness of the Australian regulatory system.

This procurement aims to map all current sources of data on agvet chemical use in Australia, such as state and territory, industry, or academic monitoring programs which could be leveraged to inform the department. This will allow us to determine if current data sources are sufficient to inform us about agvet chemical use in Australia. The mapping exercise will also allow the identification of any gaps where new data is needed.

The data sources identified through this consultancy could also prove useful if the government chooses to establish a surveillance and monitoring system as recommended in the Final Report of the Independent review of the pesticides and veterinary medicines (agvet) regulatory system in Australia.

Due to the breadth and complexity of agvet chemical use in Australia, the mapping must consider a wide variety of data sources. For example, it must give consideration to:

- Existing state and territory environmental monitoring programs (for example Great Barrier Reef monitoring data).
- Annual agvet chemical sales data.
- Domestic produce monitoring data (industry and government).
- Public health data (including notifiable diseases data and poisons information centre data).
- WHS reporting data (such as workers compensation data and fatalities data).

It is proposed that the mapping and gap analysis be undertaken by a suitably qualified and experienced consultant, with expertise in data management at a national level. Due to the high level of expertise and subject matter knowledge required, departmental staff are not best placed to undertake this work. The procurement will deliver a report setting out:

1. Which sources of data are relevant and useful to the department and which are not, including the reasons. This will take into account which of the sources provide

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relevant validated data, collection methodology, quantity of data, as well as any costs or complexities associated with their collection.

2. Any gaps in the available data which the Department should establish new data collection programs to fill.

3. Recommendations on \ how data gaps can be filled in the most efficient and effective way.

SPECIFICATIONS

The procurement specifications outlined in the approach to market will be as follows:

The Department of Agriculture, Water and the Environment (the department) is responsible for the Commonwealth agricultural and veterinary chemicals (agvet) regulatory system. This regulatory system ensures that the agvet chemicals used in Australia are safe and effective.

The department is currently investigating how we can better monitor the effectiveness of the agvet chemicals regulatory system and provide assurance that the controls on these products are effective and not leading to poor environmental or human health outcomes. The department is seeking to engage a suitably skilled and experienced consultant to map current sources of data on agvet chemicals in use in Australia.

The successful tenderer will be required to investigate and report on sources of data related to agvet chemical use within Australia. Specifically, they will:

1. **Identify relevant sources of data on the use and fate of agvet chemicals in Australia.** The successful tenderer must provide a list of these data sources to the department, and that list must contain (at minimum) the name of the dataset, a description of the data it contains, the identity of the person or organisation who has control or ownership of the data.

2. **Assess the data sources to determine how relevant they are to the department requirements.** The successful tenderer must determine which of the identified data sources the department should use to monitor the effectiveness of the agvet regulatory framework, and must provide their assessment to the department.

   When monitoring the effectiveness of the regulatory framework, the department considers the following issues of particular importance:

   - Human health data on agvet chemicals, for example from biological monitoring.
   - Agvet chemical residues on or in domestic agricultural produce and in the Australian environment.

   The tenderer should consider all agvet chemicals currently or previously used in Australia, but give specific consideration to:

   - Agvet chemicals listed under the international conventions to which Australia is a party (for example Stockholm Convention on persistent organic pollutants).
   - Agvet chemicals with known human health or environmental risks.

   The assessment must also give consideration to:

   - The quantity and quality of data available, including how the data is collected, sampling and validation processes, and geographic and temporal information (where relevant).

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- The data's format and accessibility
- Any costs associated with obtaining the data.
- Any impediments that stand in the way of the department being able to access and utilise the data, including the data owner's willingness to provide the data.
- Any additional steps the department would need to take to gain access to the data, such as entering into data purchasing/licensing/sharing agreements.
- The overall likelihood of the department being able to access and utilise the data.

3. **Identify any gaps in the data.** The successful tender must consider if the data sources identified to date meet the criteria set out by the department. Any areas where the data is does not meet these criteria must be identified.
4. **Provide final recommendations to the department on which data sources should be included and where new data gathering programs should be developed.** The successful tender must provide the department with recommendations on:
   - Which data sources the department meet the criteria and which it should not, including the reasons why.
   - Which measures the department may take to address any gaps identified in the most efficient way possible.
5. **Report on their findings**. At completion of the project, the successful tender must provide the department with a final report setting out its findings.

POLICIES OR LEGISLATION THAT IMPACT

This procurement will be conducted in accordance with the *Public Governance, Performance and Accountability Act 2013*, Commonwealth Procurement Rules, Accountable Authority Instructions and relevant departmental policies.

The department's Indigenous Procurement Policy applies to this procurement. This policy requires us to investigate if an Indigenous business can deliver the required goods or services on a value for money basis before we approach the market. In line with this policy we have reviewed the SupplyNation database but have not identified any indigenous business with the required expertise to deliver this project. More information about the market research undertaken to inform this decision can be found in section 6 of this procurement plan.

ANY STANDARDS THAT APPLY

No Australian or international standards apply to this procurement.

MARKET RESEARCH

We have reviewed whole-of-government standing offer arrangements (i.e. panels) and whole-of-government coordinated procurement arrangements and determined there are no existing arrangements suitable to cover this procurement.

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We are aware of some consultancy services who have the necessary skills and experience to undertake the work (e.g. GHD Group, EY Analytics), and expect there to be suitable tenders in response to the ATM.

We have reviewed the SupplyNation database and have not identified any Indigenous business with the required expertise to deliver this project. This research involved reviewing the capabilities of all indigenous businesses on the database which fell into the following categories or search terms:

- 'chemicals'
- 'research'
- 'consulting'
- 'agriculture'

Our understanding of the cost of this consultancy is limited by a lack of similar consultancies undertaken in the past. If no tenderers provide value for money we will investigate engaging a non-ongoing contractor to undertake the work over a longer term.

ESTIMATE VALUE

The value of the procurement has been estimated at between $60,000 and $100,000 including GST.

The total maximum anticipated value of the procurement, including all options, extensions, renewals or other mechanisms that may be executed over the life of the contract, has been estimated as $110,000 including GST.

All fees associated with the project will be negotiated prior to contract execution, the contract is not expected to include any forms of renumeration other than negotiated fees (i.e. it will not include premiums, commissions, interest or any other revenue streams). As the research and report writing are expected to be desktop based, we do not anticipate any travel fees or associated overheads.

ESTIMATED TIME-FRAME

We require that the goods and services be delivered by 31 October 2022. To meet this timeframe, our proposed contract period is from 20 June 2022 to 31 October 2022. Please see the estimated timeline below:

Activity	Delivery date
Prepare FAS Brief for approval	14 April 2022
Prepare procurement plan for approval	14 April2022
Prepare ATM for approval	22 April 2022
Approach market	2 May 2022
Tender period closes	30 May 2022
Evaluate tenders	13 June2022
Offer made and contract negotiation completed	16 June 2022
Engage successful tenderer	20 June 2022
Contract period finishes / Delivery of final report	31 October 2022

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Our current and future year funding estimates is:

Financial Year	Funding $'000	Contract term and extension options
Current financial year (2021-2022)	$30,000	N/A
Next financial year (2022-2023)	$70,000	N/A

We have consulted with our Divisional Business Partners in the Financial Management Branch, who have confirmed that funding is available and the amounts have been recorded for forward year budgets.

PROCUREMENT METHOD

As the maximum anticipated value of the procurement exceeds $80,000, the procurement will use an open tender approach to market.

While the department could choose to utilise a limited tender approach under the exemptions in Appendix A of the Commonwealth Procurement rules, an open tender approach has been chosen as it allows us to attract a wide variety of service providers for consideration.

RISK

We have identified the following risks and risk treatment strategies:

1. **Proper procurement processes are not followed.** To ensure that proper procurement processes are followed, the Agvet review and projects team will consult with procurement at each stage of the procurement and when any unforeseen issues occur.
2. **No suitable tenderers respond to the ATM, or suitable tenderers are unable to conduct the required activities.** If we are not able to engage a suitable tenderer to undertake the work, we will consider engaging a non-ongoing contractor to undertake the work over a longer period of time. While this is not the preferred outcome, risks that arise from these approaches can be managed through other means.
3. **The procurement does not meet its established timeframes.** To ensure the procurement timeframes are realistic, the project scope and project timelines will be provided to potential tenderers as part of the ATM package. The successful tenderer will also have input into the project timeline through their tender and initial meetings with us, to ensure they are confident with the timeframe. During the project, our team will have regular meetings with the successful tenderer to make sure the project is progressing successfully. Additionally, payments will be milestone based, incentivising the tenderer to deliver work on time.
4. **The tenderer misunderstands the project and the report is off-topic.** We will be available to answer questions on the ATM to make sure it is clear and easy to understand. We will also have introductory meetings with the successful tenderer to

make sure they understand the project, and meetings throughout to project make sure it is progressing on the right track.

5. **The provider delivers a low quality report.** To ensure the report is of a high quality, we will undertake due diligence to ensure the successful tenderer has suitable expertise and experience, and a track record of delivering high quality work. This expertise must be in both agvet chemicals, and in data management and analysis. Additionally, we will host regular meetings with the tenderer and review drafts of their reports to provide feedback. If the drafts are not of a sufficient quality, we will address this with the tenderer. As a last resort, our contract will allow the department to reject the reports if they are not of a sufficient quality.

Note that a risk assessment template has not been completed for this procurement, as no unacceptable risks have been identified for treatment. A full risk assessment using the template is only required if an unacceptable risk is identified which requires further analysis and treatment.

EVALUATION CRITERIA

Tenders will be evaluated using the Commonwealth Contracting Suites evaluation criteria, these are:

- Meets requirements
- Proven capacity
- Total cost

These criteria will be used to determine the overall value for money of each tender.

When assessing if tenders meet requirements, the evaluation panel will consider:

- The tenderers proposed design for the research project and report (i.e. is it fit for purpose, efficient and flexible)
- The tenderers understanding of the projects aims, goals and needs

When assessing if tenderers have proven capacity, the evaluation panel will consider

- The tenderers' ability to meet the objectives, specifications and timeframe
- The past performance of the tenderer
- The performance history of personnel

Criteria will not be weighted.

The tenders will be evaluated by an evaluation panel comprised of members from the Agvet Chemicals Review and Projects Section, and the Agvet Chemicals Policy Section. Members of the evaluation panel will be selected based on their previous experience in the procurement of consultancy and their relevant subject matter expertise.

CONTRACT

As this is a low risk tender with a value under $1 million, it is mandatory that the Commonwealth Contracting Suite (CCS) be used. The CCS include the Commonwealth Contract, which incorporates the standard Commonwealth Contract Terms.

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Advice on the contract may be sought from the Department's procurement or legal areas, if required.

Proposed Contract Date	
Start Date	***Finish Date***
20 June 2022	31 October 2022

RESPONSIBLE BUSINESS DIVISION AND BRANCH

This procurement will be carried out by the Agvet Chemicals Review and Projects Section, within the Agvet Chemicals & Forestry Branch. This branch is part of the Agvet Chemicals, Fisheries, Forestry and Engagement Division.

The contact officer for this procurement is s. 47F(1) .

- Email: s. 47F(1) @agriculture.gov.au
- Office: 02 627s. 47F(1)

The Director of the Agvet Chemicals Review and Projects Section is s. 47F(1)

- Email: s. 47F(1) @agriculture.gov.au
- Office: 02 627s. 47F(1)

The total budget for this procurement is $110,000. The cost centre for this procurement is G61.

Date approved		**Division/Branch/Section**	
Contact Name		**Contact Phone**	

I approve the procurement plan and confirm that there will be money available in cost centre G61 at the time of entering into the procurement.

I am not aware of any conflicts of interest that would prevent me from approving this procurement plan.

s. 47F(1)

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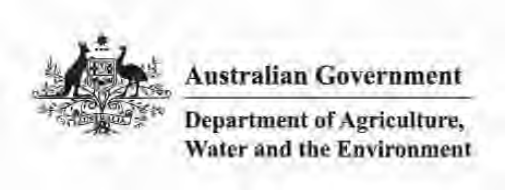

Julie Gaglia, First Assistant Secretary (A/g) AFFE

100532

s. 47F(1)

From: s. 47F(1)
Sent: Tuesday, 5 April 2022 1:13 PM
To: Black, Tom
Cc: s. 47F(1)
Subject: Procurement for Incurred Residue Program [SEC=OFFICIAL]

Tom,

In response to your earlier email query:

The National Residue Survey (NRS) Incurred Residue Program (IRP) is a project which adds rigour to the proficiency testing (PT) administered by the NRS. The integrity and reputation of the NRS at an international level is dependent on the delivery of quality PT and the IRP is an integral part of this PT. NRS PT has incorporated the IRP for >10 years. The tissues generated from the IRP will be used by NRS as blind samples to verify the performance of NRS contract laboratories, for laboratory method development and/or support cooperative work with importing countries.

A new procurement process is now required following the expiration of the previous IRP service contract in May 2021. Work in the first year of the new IRP contract will include generation of cadmium containing sheep tissues whose results will determine the relationship between cadmium residue levels in sheep liver, kidney and muscle. The IRP results will be provided to the EU and Sheep Producers Australia via Exports Standard Branch (ESB), to demonstrate that cadmium levels in muscle remain low compared to cadmium levels in offal. The IRP results will provide additional data supporting market access for muscle from animals with high cadmium levels in liver and further strengthen Australia's position to export meat products to eligible markets.

Further work directly following establishment of the new IRP contract will involve co-operative work with the Singapore Government on identifying analytical methodology able to distinguish semicarbazide (SEM) residues arising from administration of furazolidone as opposed to SEM residues arising through legitimate processing operations or natural occurrence. The IRP results will further strengthen Australia's position to export meat products to eligible markets, particularly where Port of Entry detections of SEM and its source can be contentious.
s. 33(a)(iii)

The approval of the Procurement Plan is the first step in this procurement process. It was anticipated that the Approach to Market would be advertised on AusTender late April 2022. Delays in this procurement process will result in delays in providing assurance to our trading partners and potentially further market access disputes.

Kind regards,

s. 47F(1)
Director | Residue Chemistry & Laboratory Performance Evaluation, Plant & Business
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Department of Agriculture, Water and the Environment
Residues & Food Branch | Exports & Veterinary Services Division
18 Marcus Clarke Street, Canberra ACT 2601 Australia
GPO Box 858, Canberra ACT 2601 Australia

Australian Government
Department of Agriculture, Water and the Environment

1. PROCUREMENT PLAN

NRS Incurred Residues Project – C09023

2. PROCUREMENT DESCRIPTION/OUTCOME

The National Residue Survey (NRS) Incurred Residue Program (IRP) is an ongoing project which adds rigour to the proficiency testing (PT) administered by the NRS. The integrity and reputation of the NRS at an international level is dependent on the delivery of quality PT and the IRP is an integral part of this PT.

The IRP requires the services of a veterinary facility to dose animals with known quantities of specified agricultural and veterinary chemicals (agvet chemicals) that are of interest to the NRS. The service provider will be responsible for all phases of the IRP from the literature review to determine dosing strategies through to delivery of harvested tissues from dosed animals to the NRS. These tissues may be used by NRS as blind samples to verify the performance of NRS contract laboratories, for laboratory method development and/or support cooperative work with importing countries.

3. SPECIFICATIONS

The service provider must supply tissues with incurred residues of specified agvet chemicals to the NRS utilising various formulations. All work undertaken should comply with Good Scientific Practice (GSP). The service provider must be able to:

- Review literature and use findings to determine technical aspects of the project (e.g. animal sacrifice timepoint, dosage concentrations). As this is a critical requirement, the tenderer must have significant experience in this field, particularly analysis of technical residue data and its application to real world study design and implementation.
- Apply for approval of and meet all requirements of an Animal Ethics Committee (AEC).
- Source agvet formulations, as appropriate, for administration trials.
- Source and maintain suitable animals.
- Administer formulations to animals.
- Slaughter and harvest tissues from treated animals.
- Assure the integrity and identity of associated harvested tissues throughout the slaughter, storage and delivery process.
- Store collected tissue samples at -70°C until dispatch to NRS. Tissues must be sent in dry ice to NRS, utilising overnight transport.
- Prepare and supply to NRS a report of the literature review, rationale for administration regime, record of administration trials conducted.

- Dispose of or process remaining animal tissues and carcasses appropriately, ensuring the product does not enter the food chain unless the product is within regulatory conditions to do so.

4. POLICIES OR LEGISLATION THAT IMPACT

The service provider must ensure that their animal research operations and approach to each of the IRP's sub-projects are approved by the Animal Ethics Committee.

Animal experimentation is to be conducted in conformity with any relevant legislation (federal or state) or codes (examples for NSW given below):

- The NSW Animal Research Act 1985 and
- NSW Animal Research Regulation 2021
- The Australian Code for the Care and Use of Animals for Scientific Purposes 2013 (updated in 2021)

5. ANY STANDARDS THAT APPLY

All work undertaken relevant to this service provision should comply with GSP.

6. MARKET RESEARCH

In 2015, NRS conducted an open tender to procure services for an IRP, however both tenderers who responded were found to be unsatisfactory. This process was followed by a Limited Tender procurement to source a service provider through RFT-22034 in 2016.

7. ESTIMATE VALUE

$605,000 (GST inclusive) (as per financial year breakdown at section 8. below)

Items to be quoted on:

Housing, animal welfare & agistment of animals

Transport of animals

Storage of agvet products, chemical reference material (if required), general study supplies – sample containers, syringes, office supplies, miscellaneous disposables, etc.

Storage of animal tissues (-70°C)

Disposal of carcases

Human Resources:

Literature research

AEC application

Treatment of animals with chemicals

Record keeping/report writing

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Slaughter of animals & collection of tissues

Packing and shipping

The cost of some items involved in the IRP will not be included in the quote required in a response to the RFT. These costs (i.e. costs of animals and costs of agvet chemicals) are variable, fluctuate based on market prices and the number of animals involved which is not yet specified). These costs will be paid for by the NRS based on receipts provided by the service provider.

8. ESTIMATED TIME-FRAME

Mar-Apr 2022: Planning and preparing to approach market

Late May 2022: RFT released via AusTender.

June 2022: Assessment of tender responses

July-Aug 2022: Signing of contracts and beginning of project.

Contract will be three years with the possibility of two one-year extensions.

Current and future year funding estimates confirmation.

Financial Year	***Funding $'000 (GST inclusive)***	***Contract term and extension options***
2021-2022	*0*	*Prior to contract start*
Outgoing Financial Estimate 2022-2023	*385*	*First year of contract*
Outgoing Financial Estimate 2023-2024	*55*	*Second year of contract*
Outgoing Financial Estimate 2024-2025	*55*	*Third year of contract*
Outgoing Financial Estimate 2025-2026	*55*	*First one year extension option*
Outgoing Financial Estimate 2026-2027	*55*	*Second one year extension option*

☑ *Please confirm you that have engaged FABS, to confirm that funding is available for current and out-going years of your proposed contract and the amounts will be recorded for forward year budgets.*

9. PROCUREMENT METHOD

Open Tender Approach to Market

10. RISK

Given relevant service providers operate in a niche market and it is unlikely that many potential service providers are registered on AusTender, it is a risk that these potential service providers will be unaware of the RFT when it goes online on AusTender. This risk

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will be mitigated by placing a notification of the Approach to Market on the NRS webpage of the DAWE website.

11. EVALUATION CRITERIA

After excluding from consideration any response that does not meet the Mandatory Conditions for Participation the evaluation will encompass:

- extent to which the potential Supplier's Response meets the Requirements set out in the Approach to Market
- potential Supplier's demonstrated capability and capacity to provide the Requirement
- whole of life costs involved. Considerations will include both the quoted price and any costs that the Customer will incur as a result of accepting the potential Supplier's Response.

The above three criteria will be of equal importance.

Evaluators

- s. 47F(1) (Director, RC-LPE, NRS)
- s. 47F(1) (Assistant Director, RC-LPE, NRS)
- s. 47F(1) (A/g Director, Animal Program, NRS)

12. CONTRACT

Commonwealth Contracting Suite

Proposed Contract Dates	
Start Date	**Finish Date**
1 July 2022	*30 June 2027 (including extensions)*
Option for two, one year extensions	

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13. RESPONSIBLE BUSINESS DIVISION AND BRANCH

Date approved	9/5/22	**Division/Branch/Section**	Exports and Veterinary Services Division/Residues and Food Branch/NRS
Contact Name	s. 47F(1)	**Contact Phone**	s. 47F(1)

I approve the procurement plan and confirm that there will be money available in cost centre A02 – PT General at the time of entering into the procurement.

I am not aware of any conflicts of interest that would prevent me from approving this procurement plan.

s. 47F(1)

Tom Black
Assistant Secretary
Residues and Food Branch

Position No. 101425

Australian Government

Approach to Market

Reference ID: 2022-C09023

This Approach to Market (ATM) is for the provision of services of a veterinary facility to dose animals with known quantities of specified agricultural and veterinary chemicals (agvet chemicals) that are of interest to the National Residue Survey (NRS) and supply tissues containing incurred residues. These tissues support NRS's Incurred Residues Program (IRP) and add rigour to the laboratory performance evaluation administered by the NRS.

Department of Agriculture, Water and the Environment (the Customer) is seeking submissions for the provision of the services (the Requirement) as described in this *Commonwealth Approach to Market.*

In submitting a response, Potential Suppliers are required to comply with all requirements set out in the *Commonwealth Approach to Market Terms* (a copy of which is included in this document), and if successful, agree to enter into a contract which incorporates the *Commonwealth Contract Terms* available at https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs#ccs-terms (**Note:** you do not need a CCS user account to view the terms).

Mandatory Conditions for Participation

The Customer will exclude from consideration any Response that does not meet the following Mandatory Conditions for Participation:

- The Tenderer exists as a legal entity at the Tender Closing Time and Date.
- Suppliers must comply with relevant animal welfare state laws and requirements in the course of this work.

Statement of Requirement

A.A.1 Key Dates and Times

Event	Details
Industry Briefing#:	Unless otherwise notified by an addendum, there are no industry briefing sessions for this ATM.
Site Inspection*:	Unless otherwise notified by an addendum, there are no site inspections for this ATM.
ATM Closing Date:	Wednesday, 15 June 2022
ATM Closing Time:	15:00 ACT local time
Question Closing Date and Time:	Questions will be permitted up until 5pm Friday, 10 June 2022.
Expected Contract Execution Date:	Friday, 1 July 2022
Contract Term:	The Contract will remain in force for a period of 3 years from the date the Contract is entered into.
Contract Extension Option:	The Contract will include the following extension option(s): Contract will be three years with the possibility of two one-year extensions.

A.A.2 The Requirement

The National Residue Survey (NRS) Incurred Residue Program (IRP) is a project which adds rigour to the laboratory performance evaluation administered by the NRS. The integrity and reputation of the NRS at an international level is dependent on the delivery of quality laboratory performance evaluation and the IRP is an integral part of this. The IRP compromises of several sub-projects, each of which features specific chemicals of interest and a specific number and animal species.

The IRP requires the services of a veterinary facility to dose animals with known quantities of specified agricultural and veterinary chemicals (agvet chemicals) that are of interest to the NRS. The service provider will be responsible for all phases of the IRP from the literature review to determine dosing strategies through to delivery of harvested tissues from dosed animals to the NRS. These tissues will be used by NRS as blind samples to verify the performance of NRS contract laboratories, for laboratory method development and/or support cooperative work with importing countries.

The service provider should supply tissues with incurred residues of specified agvet chemicals to the NRS utilising various formulations. All work undertaken should comply with Good Scientific Practice (GSP). The service provider should be able to:

- Review literature and use findings to determine technical aspects of the project (e.g. animal sacrifice timepoint selection, dosage concentrations, etc.). As this is a critical requirement, the tenderer should have significant experience in this field, particularly analysis of technical residue data and its application to real world study design and implementation.
- Apply for approval of and meet all requirements of an Animal Ethics Committee (AEC). Suppliers must comply with relevant animal welfare state laws and requirements in the course of this work.
- Source agvet formulations, as appropriate, for administration trials. In the case of some difficult to procure chemicals, NRS may provide the required chemical to the Supplier.
- Source, purchase, transport, weigh and maintain suitable animals. There is likely to be no more than 10 animals per sub-project. The type of animal or animals to be used has not yet been determined for all sub-projects at this time, but could include chickens, sheep, pigs and cows.

- Administer formulations to animals.
- Slaughter and harvest tissues from treated animals.
- Assure the integrity and identity of associated harvested tissues throughout the slaughter, storage and delivery process.
- Store collected tissue samples at -70°C until dispatch to NRS. Tissues should be sent in dry ice to NRS, utilising overnight transport.
- Prepare and supply to NRS prior to the animal phase of each sub-project, a quote for the sub-project, a report of the literature review, rationale for administration regime, and proposed sub-project study protocol, and after the animal phase of each sub-project, a record of the administration trial(s) conducted in the sub-project in a study report.

  Pricing of the items listed in Part 5 must be indicated. The cost of some items involved in a sub-project (i.e. costs of animals and costs of agvet chemicals and feed) are variable, fluctuate based on market prices and the number of animals involved which is not yet specified). These costs will be paid for by the NRS based on receipts provided by the service provider for the sub-project. Payment for each sub-project will be paid upon receipt of relevant invoices from the Supplier, after completion of each sub-project.
- Dispose of or process remaining animal tissues and carcasses appropriately, ensuring the product does not enter the food chain unless the product is within regulatory conditions to do so.
- Satisfy the above requirements whilst applying environmentally sustainable practices.

A.A.2(a) Standards

The Supplier should ensure that any goods and services proposed comply with all applicable Australian standards (or in its absence an international standard) including any requirements or standards specified in this Statement of Requirement. Potential Suppliers should note that they may be required to enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with all applicable Australian or international standards.

All work undertaken relevant to this service provision should be conducted with good scientific practice.

Web Content Accessibility

The Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at: https://www.w3.org/WAI/intro/wcag.

A.A.2(b) Security Requirements

None Specified

A.A.2(c) Work Health and Safety

Prior to commencement of the Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential Work Health and Safety issues anticipated to arise during the term of the contract and assign management of each issue identified to the party best able to manage it. The Supplier will provide the Customer with a plan for approval.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any Work Health and Safety issues that arise.

A.A.2(d) Delivery and Acceptance

The Customer must accept or reject any deliverables under the Contract in accordance with the Commonwealth Contract Terms [Clause C.C.11].

Milestone Description	Delivery Location	Due Date
A quote, study protocol and study report for each sub-project	via email to the Customer's Contract Manager	As required
Delivery of animal tissues	18 Marcus Clarke Street, Canberra, ACT 2601	As per agreed sub-project study protocol/plan

A.A.2(e) Meetings

The Supplier will be required to attend meetings as follows:

Meeting Type	Position Required	Frequency	Teleconference/ Onsite	Location
Project Planning/Implementation	Project Manager	As required	Teleconference	n/a

A.A.2(f) Facilities and Assistance Offered by the Customer

The Customer will not make any facilities or assistance available to the Supplier.

A.A.2(g) Customer Material

The Customer will not provide any material.

A.A.2(h) Public Interest Disclosure

Public officials (including service providers under a Commonwealth contract) who suspect wrongdoing within the Commonwealth public sector can raise their concerns under the *Public Interest Disclosure Act* 2013 (PID Act). Prior to making a disclosure, refer to information available at: https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure/information-for-disclosers.

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

Name/Position:	PID Team
Email Address:	PID@awe.gov.au
Telephone:	1800 99 88 80

A.A.2(i) Complaints Handling

In the first instance, complaints relating to this ATM should be directed to the Customer's Contact Officer or:

Name/Position:	Director – Grants and Procurement
Email Address:	feedback@awe.gov.au

If your issue is not resolved refer https://www.finance.gov.au/business/procurement/complaints-handling-charter-complaints for more information relating to the handling of complaints.

A.A.3 ATM Distribution

AusTender Distribution

Any questions relating to this ATM must be directed to the *Customer Contact Officer* at A.A.5. This ATM and any updates (distributed via AusTender) are subject to AusTender Terms of Use.

Document Download

AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to the terms and conditions. In participating in this ATM process, Tenderers must comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender.

All queries and requests for technical or operational support must be directed to:

AusTender Help Desk

Telephone: 1300 651 698
International: +61 2 6215 1558
Email: tenders@finance.gov.au

The AusTender Help Desk is available between 9am and 5pm ACT Local Time, Monday to Friday (excluding ACT and national public holidays).

A.A.4 Lodgement Method

AusTender

Responses must be lodged electronically via AusTender before the Closing Date and Time and in accordance with the Response lodgement procedures set out in this ATM documentation and on AusTender.

The Closing Time will be displayed on the relevant AusTender webpage together with a countdown clock that displays, in real time, the time left until Closing Time (for more information refer to AusTender Terms of Use).

For the purpose of determining whether a tender response has been lodged before the Closing Time, the countdown clock will be conclusive.

Response File Format, Naming Convention and Size

The Customer will accept Responses lodged in the following formats:

- Word Doc (.docx)
- Word 97-2003 Doc (.doc)
- Excel Workbook (.xlsx)
- Excel 97-2003 Workbook (.xls)
- PDF (.pdf)

The Response file name/s should:

a) incorporate the Potential Supplier's full legal organisation name; and

b) reflect the various parts of the bid they represent (where the Response comprises multiple files).

Individual Tender files should not exceed a file size of 5 megabytes. Up to a maximum of five files will be accepted in any one upload of a Tender. Each total upload should not exceed the combined file size limit of 25 megabytes.

Responses must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

A.A.5 Customer's Contact Officer

For all matters relating to this ATM, the Contact Officer is:

Name/Position: Procurement Help Desk

Email Address: tenders@agriculture.gov.au

Telephone:

Note: Question Closing Date and Time is set out at item A.A.1 [Key Dates and Times].

Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contract Terms:

A.C.1 Intellectual Property

The Supplier owns the Intellectual Property Rights in the Material created under the Contract.

The Supplier grants to the Customer:

a) a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence to exercise the Intellectual Property Rights in the Material provided under the Contract for any purpose; and

b) a right to sub-licence the rights in (a) above to third parties, including to the public under an open access or Creative Commons 'BY' licence.

The licence excludes the right of commercial exploitation by the Customer.

The Supplier warrants that it is entitled to grant this licence to the Customer; and that the provision of the Goods and/or Services and any Material by the Supplier under the Contract, and its use by the Customer, in accordance with the Contract, will not infringe any third party's Intellectual Property Rights and Moral Rights.

Intellectual Property Rights in Goods provided under the Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of the Contract.

A.C.2 Payment

The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within thirty (30) calendar days after receiving it, or if this day is not a business day, on the next business day.

Commonwealth Approach to Market (ATM) Terms

A.B.1 Background

Some terms in this document have been given a special meaning. The meanings are set out either in the Commonwealth Contracting Suite Glossary, the ATM or the Contract.

Any queries regarding this ATM should be directed as set out in Clause A.A.5 [Customer's Contact Officer].

At any time prior to the Closing Time, the Customer may amend or clarify any aspect of this ATM, by issuing a formal amendment to the ATM in the same manner as the original ATM was distributed.

At any time prior to contract execution, the Customer may suspend the ATM process or issue a Public Interest Certificate by issuing an addendum to the ATM in the same manner as the original ATM was distributed.

Where the ATM has been issued via AusTender, any amendments, clarifications, addenda or suspension notifications related to this ATM will be notified via AusTender.

Where the ATM was not issued via AusTender, any amendments, clarifications, addenda or suspension notifications will be issued simultaneously to all Potential Suppliers as far as practicable.

No Contract will be formed until executed by the Customer. The Customer, acting in good faith, may discontinue this ATM, decline to accept any response, decline to issue any contract; or satisfy its requirement separately from this ATM process.

Participation in any stage of the process is at the Potential Supplier's sole risk and cost.

A.B.2 Inconsistencies

If there is inconsistency between any of the parts of this ATM, the following order of precedence shall apply:

(a) *ATM – Statement of Requirement*;
(b) *Commonwealth ATM Terms*;
(c) *Additional Contract Terms* (if any);
(d) *Commonwealth Contract Terms*;
(e) *Commonwealth Contract*; and
(f) *Commonwealth Contracting Suite Glossary*,

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

A.B.3 Customer and Reference Material

The Customer will make available the Customer's material (if any) specified in clause A.A.2(g) *[Customer Material]*.

If this ATM references any other materials, including but not limited to, reports, plans, drawings, samples or other reference material, the Potential Supplier is responsible for obtaining the referenced material and considering it in framing their Response.

A.B.4 Lodging a Response

By lodging a Response, Potential Suppliers agree:

(a) that the Response will remain open for acceptance for sixty (60) working days from the date set out at ATM Closing Time in clause A.A.1 *[Key Dates and Times]*; and

(b) to sign a Contract which incorporates the *Commonwealth Contract Terms*.

Responses are subject to these *Commonwealth ATM Terms*.

Potential Suppliers must submit Responses using the *Response to the ATM* form provided (with all details in English and prices quoted in Australian currency).

Prices quoted must show the GST exclusive price, the GST component, if any, and the GST inclusive price.

The Contract Price must be inclusive of GST and all other taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas.

The Contract Price, which will include any and all other charges and costs, will be the maximum price payable by the Customer under the Contract.

Potential Suppliers may submit Responses for alternative methods of addressing the Customer's *Statement of Requirement* described in this ATM, where the option to do so was stated in the ATM or agreed in writing with the Customer prior to the Closing Time. Potential Suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

The Response must be lodged as set out in clause A.A.4 *[Lodgement Method]*.

Potential Suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive or any other similar conduct with any other Potential Supplier or person, or offer any unlawful inducements in relation to their Response or this ATM process.

The Customer will only agree to extensions to the Closing Time in exceptional circumstances and, if approved, the extension will apply equally to all Potential Suppliers. The Customer will not consider any Responses received after the Closing Time specified in this ATM unless the Response is late as a consequence of the Customer's mishandling.

The Customer may decline to consider a Response in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

The Customer may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all Potential Suppliers in relation to their Responses. In doing so, the Customer will not allow any Potential Supplier to substantially tailor or amend their Response.

Commonwealth Approach to Market (ATM) Terms

Potential Suppliers must notify the Customer immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions may be compromised) and comply with any reasonable directions given by the Customer. As soon as practicable, any verbal advice should be followed by written confirmation.

A.B.5 Evaluation

The Customer will evaluate Responses in accordance with the ATM and consistent with the *Commonwealth Procurement Rules* to determine the best value for money outcome for the Customer.

The Customer will exclude from consideration any Response that does not meet the Mandatory Conditions for Participation, if any.

The criteria for evaluation will encompass the:

(a) extent to which the potential Supplier's Response meets the Customer's Requirement set out in this ATM;
(b) potential Supplier's demonstrated capability and capacity to provide the Requirement; and
(c) whole of life costs to be incurred by the Customer. Considerations will include both the quoted price and any costs that the Customer will incur as a result of accepting the potential Supplier's Response.

The Customer may at any time exclude a Response from consideration if the Customer considers that the Response is clearly not competitive.

Unless stated otherwise in the Approach to Market documentation, the above three (3) criteria for evaluation will be of equal importance.

Potential Suppliers should note that the Commonwealth's Indigenous Procurement Policy (IPP) will apply to the Customer in respect of this procurement. During evaluation, the Customer may favourably consider the Potential Supplier's ability to assist the Customer to meet its IPP obligations. More information is available at https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp.

If requested by the Customer, the Potential Supplier must be able to demonstrate its ability to remain viable over the Contract Term and must promptly provide the Customer with such information or documentation as the Customer reasonably requires.

The Customer reserves the right to contact the Potential Supplier's referees, or any other person, directly and without notifying the Potential Supplier.

The Customer will notify all Potential Suppliers of the final decision and, if requested, will provide a debrief following award of the contract.

A.B.6 Reporting Requirements

Potential Suppliers acknowledge that the Customer is subject to legislative and administrative accountability and transparency requirements including disclosure to Parliament and its Committees.

Without limiting the Customer's right to disclose other information, for any contracts awarded, the Customer may publicly disclose the Supplier's name, postal address and other details about the Contract, including contract value.

The Customer may disclose the names of any subcontractors engaged in respect of the Contract. Potential Suppliers should also note the requirements of the *Freedom of Information Act 1982* (Cth).

A.B.7 Confidentiality of Potential Supplier's Information

Potential Suppliers should note that if successful, parts of their Response may be included in a subsequent Contract. Potential Suppliers must identify any aspects of their Response or the proposed Contract that they consider should be kept confidential, including reasons.

Potential Suppliers should note that the Customer will only agree to treat information as confidential in cases that it considers consistent with Australian Government legislation and policies. In the absence of such an agreement, Potential Suppliers acknowledge that the Customer has the right to publicly disclose the information.

A.B.8 Criminal Code

Potential Suppliers should be aware that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).

The Potential Supplier must ensure that any intended subcontractors participating in the Potential Supplier's Response are aware of the information in this clause.

Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

a) a clause in the form A.A.*[x]* – is a reference to a clause of the **Approach to Market**;
b) a clause in the form A.B.*[x]* – is a reference to a clause of the **Commonwealth ATM Terms**;
c) an item in the form C.A.*[x]* – is a reference to an item in the **Statement of Work**;
d) a clause in the form C.B.*[x]* – is a reference to a clause in the **Additional Contract Terms**;
e) a clause in the form C.C.*[x]* – is a reference to a clause of the **Commonwealth Contract Terms** or the **Commonwealth Purchase Order Terms**, as the case may be.

"Additional Contract Terms" means the terms and conditions set out in the section of the Contract with the heading 'Additional Contract Terms'.

"Approach to Market or ATM" means the notice inviting potential suppliers to participate in the procurement.

"Closing Time" means the closing time specified in clause A.A.1 *[Key Events and Dates]*.

"Contract" means the documentation specified in clause C.C.4 *[Precedence of Documents]*.

"Contract Extension Option" means an option of a Customer to extend the term of a Contract for one or more additional time periods.

"Contract Manager" means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

"Contract Price" means the total contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

"Correctly Rendered Invoice" means an invoice that:

a) is correctly addressed and calculated in accordance with the Contract;
b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
c) includes any purchase order number, and the name and phone number of the Customer's Contract Manager;
d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
e) is a valid tax invoice in accordance with the GST Act.

"Customer" means a party specified in a Contract as a Customer.

"Delivery and Acceptance" means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

"General Interest Charge Rate" means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day.

"Goods and/or Services" means:

a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"GST" means a Commonwealth goods and services tax imposed by the GST Act.

"Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

Commonwealth Contracting Suite (CCS) Glossary

"Material" means any material brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

"Moral Rights" means the rights in *Part IX of the Copyright Act 1968 (Cth)*, including the right of attribution, the right against false attribution and the right of integrity.

"Notice" means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

"Requirement" means the description of the Goods and Services described in:

a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading 'Requirement';
b) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading 'Requirement';
c) for the purposes of the Commonwealth Purchase Order Terms the document setting out the Goods and/or Services.

"Specified Personnel" means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 *[Specified Personnel]*.

"Statement of Requirement" means the section of the Approach to Market with the heading 'Statement of Requirement'.

"Statement of Work" means the section of the Contract, as the case may be, with the heading 'Statement of Work'.

"Supplier" means a party specified in a Contract as a Supplier.

RESPONSE

Remember to **remove** all drafting note guidance **before** you finalise and submit your Response.

Specific questions about this ATM should be directed to the *Customer's Contact Officer* [Item A.A.5].

If successful your organisation will be offered a contract which includes the *Commonwealth Contract Terms*, available at: https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs#ccs-terms. These terms are not negotiable. **Do not submit a response if you cannot agree to these terms as you cannot be awarded the Contract.**

Submit the form as required in *Lodgement Method* [Item A.A.4].

You **MUST** use this form to submit your Response, which **MUST** comply with the *Commonwealth ATM Terms*, available at: https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs#ccs-terms. The form is set out to facilitate evaluation of responses.

Participation in this ATM is at your sole risk and cost. This is a competitive process, and you should note that your organisation may incur costs in responding, if you are unsuccessful you will be unable to recoup these costs.

Be as **concise** as possible while including all information that your organisation wants the evaluation team to consider. Do not assume that the evaluation team has any knowledge of your organisation's abilities or personnel.

Before completing your Response read the Customer's Approach to Market (ATM) distributed with this Response form and decide whether your organisation has the **necessary skills and experience** to meet the Customer's requirement.

You must clearly demonstrate that your organisation meets the **Mandatory Conditions for Participation** (if any), as failure to do so **will** mean your response cannot be considered and you cannot be awarded the Contract.

If you are an **Individual** without an ABN and you do not meet the Australian Taxation Office's (ATO) definition of an independent contractor, you may be offered a different form of contract OR we may not be able to contract with you. Before completing this Response Form notify the Customer's Contact Officer to enable them to seek advice. For further information, refer to the ATO website at: https://www.ato.gov.au/business/employee-or-contractor/how-to-work-it-out--employee-or-contractor/.

If you are a **Trust** where the Trustee is **not** empowered to sign contracts on behalf of the Trust, we may **not** be able to contract with you. Before completing this Response Form notify the Customer's Contact Officer to enable them to seek advice.

The Customer will evaluate all valid Responses received by the Closing Time [Item A.A.1] which meet the Mandatory Conditions for Participation (if any), to determine which Potential Supplier has proposed the best value for money outcome for the Customer.

In making this decision, the Customer will consider the criteria set out at Clause A.B.5 *[Evaluation]*.

In preparation of this Response you should note the Commonwealth Indigenous Procurement Policy (IPP) available at: https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp may apply to the Customer in respect of this procurement. During evaluation of responses, the Customer may consider the Supplier's ability to assist the Customer to meet its IPP obligations.

The successful Supplier will have demonstrated its ability to provide the best value for the Customer. This will not necessarily be the lowest price.

If your organisation is **unsuccessful** with this submission, request a debrief to assist with future submissions. The Customer's Contact Officer [Item A.A.5] can arrange this for you.

Part 1 – Potential Supplier's Details

DRAFTING NOTE:

The following details will appear in the Contract should your Response be successful. The details you provide should be for the legal organisation that would be the Supplier under the Contract.

Full Legal Organisation Name:	
Legal Status:	☐ Individual/Sole Trader ☐ Partnership ☐ Company ☐ Sole Director Company ☐ Trust **(see note below)** ☐ Educational Institution **(see note below)** ☐ Other (please state):
NOTE FOR TRUSTS: If the Potential Supplier is **trading as a trust**, please provide details of the relevant trust (and trustee) including a copy of the relevant trust deed (including any variations to that deed) as an attachment to this Response.	
NOTE FOR EDUCATIONAL INSTITUTIONS: If your Response is successful, prior to Contract you will be required to provide details of any enabling legislation as well as details of any delegations or other authorisations that are relevant to the execution of a contract.	
Australian Business Number (ABN):	
Australian Company Number (ACN):	
Australian Registered Body Number (ARBN):	
Registered Address:	
Web address:	
Is your organisation classified as a 'relevant employer' under the *Workplace Gender Equality Act 2012* (the WGE Act)?	☐ Yes, I am a relevant employer ☐ No, I am not a relevant employer
If yes, you are required to provide a current letter of compliance with the WGE Act prior to contract. Have you provided a letter of compliance with this Response?	☐ Yes ☐ No, I will provide a current letter of compliance prior to contract
NOTE: Where the Supplier is a relevant employer, the Supplier **must** provide evidence that it complies with its obligations under the WGE Act **before** commencement of any Contract and annually thereafter for the duration of the Contract. If the Supplier becomes non-compliant with the WGE Act during the course of the contract, the Supplier must notify the Customer's Contact Officer. Compliance with the WGE Act does not relieve the Supplier from its responsibilities to comply with its obligations under the Contract.	
Is your organisation 50% or more Indigenous owned?	☐ Yes, **see below**. ☐ No
If your organisation is **50% or more Indigenous owned**, is your organisation registered on Supply Nation?	☐ Yes ☐ No – see note below ☐ Not Applicable

Please provide a certificate or letter from a recognised Indigenous organisation such as Land Council, Indigenous Chamber of Commerce or Office of the Registrar of Indigenous Corporations verifying Indigenous ownership.	
Has your organisation ever had a judicial decision about employee entitlements or engaged in practices that have been found to be dishonest, unethical or unsafe?	☐ Yes, **see below.** ☐ No
If yes, what was the date of discharge? *The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the Criminal Code Act 1995 (Cth).*	(dd-mm-yyyy) *Note: The Customer cannot enter a contract with a supplier who has an undischarged judicial decision relating to employee entitlements.*

Contact Officer

For matters relating to this Response contact:

Name:	
Position Title:	
Telephone:	
Mobile:	
Email Address:	
Postal Address:	

Address for Notices (if different from the Contact Officer)

DRAFTING NOTE:

Complete with “AS ABOVE” if same as Contact Officer.

Name:	
Position Title:	
Email Address:	
Postal Address:	

Contract Manager (if different from the Contact Officer)

DRAFTING NOTE:

Provide the requested details of the person you propose will be the Contact Manager if your Response is successful and a contract is awarded.

Complete with “AS ABOVE” if same as Contact Officer.

For matters of a general nature, including acceptance and issuance of written notices contact:

Name:	
Position Title:	
Telephone:	
Mobile:	
Email Address:	
Postal Address:	

Part 2 – Executive Summary

DRAFTING NOTE:

You may find it useful to complete this section after you have completed your response.

Provide a brief (less than one page) summary of your Response highlighting its key features. The Executive Summary should not merely replicate information provided elsewhere in your Response. This section brings together all aspects of your proposal and is your opportunity to "sell" its unique features.

In support of the Indigenous Procurement Policy (https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp), highlight any Indigenous subcontractors you are proposing to use, or any Indigenous staff who will work on the project.

Part 3 – Ability to Meet the Requirement

Mandatory Conditions for Participation

IMPORTANT INFORMATION:

Respond to the *Mandatory Conditions for Participation* here.

Do not proceed further if you cannot meet the Mandatory Conditions for Participation. If you do not meet the Mandatory Conditions for Participation your Response cannot be considered.

If there was a mandatory industry briefing or mandatory site visit include name of the person(s) who attended.

If no *Mandatory Conditions for Participation* specified, include the words: No Mandatory Conditions for Participation specified.

Detailed Proposal to Meet the Customer's Requirement

DRAFTING NOTE:

Your response should address each aspect of the Statement of Requirement and explain/demonstrate how your response/solution meets the Requirement.

Provide a detailed description of your proposal to supply the Customer's requirement, including any delivery methodology. This is your opportunity to convince the evaluation team that your organisation understands the requirement and can deliver it to a high standard. Do not provide general marketing material.

Highlight your competitive advantage as well as special or unique features of your proposal. Depending on the requirement, your response may propose a detailed project plan including project milestones and completion dates, timeframes, quality standards or performance indicators. It may also detail critical issues or key delivery risks of which the Customer should be aware.

If meeting the Customer's requirement involves reporting, travel or attendance at meetings, you should clearly identify how you will meet these requirements, including details of personnel involved. Do not include any pricing or pricing information in Part 3. You should ensure that you clearly address any costs in your response to Part 5.

Do not rely on your organisation's reputation. The evaluation team can only consider information you provide in this submission.

Standards

DRAFTING NOTE:

Potential Suppliers must provide full details and evidence of compliance with all applicable Australian standards (or in its absence an international standard), and any standards and requirements specified in the Statement of Requirement. Where you do not propose to comply with a standard which has been included in the Statement of Requirement, propose an alternative standard and justify your reasons.

Where no standard has been specified, list any applicable standards with which you propose to comply.

Part 4 – Potential Supplier's Demonstrated Capability and Capacity

Statement of Skills and Experience

DRAFTING NOTE:

The information you enter here will be used to evaluate your organisation's proven capacity to meet the customer's requirement.

Provide clear, concise details of your relevant abilities to deliver what you have proposed.

This is your opportunity to highlight any unique capabilities and prove to the evaluation team that you can meet the requirement to a high standard.

Depending on the requirement, this could include a detailed description of recent relevant experience in successfully supplying a similar requirement. It could also include your organisation's expertise in this field, brief information on relevant personnel (highlighting relevant expertise and experience), details of relevant intellectual property or unique products used.

You may also attach brief supporting information specific to the requirement including tailored CVs for Specified Personnel.

Do not include any pricing or pricing information in this Part. All pricing information should be included in Part 5.

Specified Personnel

DRAFTING NOTE:

Only propose Specified Personnel where your proposal has referenced the skills of specific personnel and you reasonably expect them to perform the roles nominated. Include their role, the percentage of the project they will complete, and if relevant, their current Commonwealth Government security clearance. Add extra lines to the table as required.

Where there is a number of staff who could perform a particular role, include details of the position/role and the percentage of project time which this role will perform. In these circumstances it would not be necessary to name the person.

Include details for subcontractor personnel if applicable. You will need to give additional details for subcontractors in the next section.

If no Specified Personnel are proposed, insert "Not Applicable".

Name	Position/Role	Current Security Clearance Level[#]	Percentage of Total Project Time
Total personnel time			**100%**

 # if requested at A.A.2(b)

Subcontractors

DRAFTING NOTE:

The Customer is required to publicly disclose information about subcontractors. Provide details for each subcontractor organisation you will use below.

If no subcontractors are proposed insert "Not Applicable"

Full Legal Name:	
Postal Address:	
ABN / ACN / ARBN:	
Is this subcontractor registered on Supply Nation or 50% or more Indigenous owned?	

Scope of Works to be Subcontracted

DRAFTING NOTE:

If no subcontractors are proposed insert "Not Applicable".

Provide details of the roles (or specific parts of the contract) each subcontractor will perform.

The Supplier is solely responsible for all obligations under the contract, including subcontractor performance and management. The Supplier must ensure that any subcontract arrangement that is entered into imposes necessary obligations on the subcontractor.

If you are intending to include subcontractors, read and understand your obligations under the *Commonwealth Contract Terms*, *Subcontracting* [Clause C.C.10], *Relationship of the Parties* [Clause C.C.2], *Compliance with the Laws* [Clause C.C.21] and *Compliance with Commonwealth Laws and Policies* [C.C.22] specifically relate to subcontractors.

Conflicts of Interest

DRAFTING NOTE:

Public officials have an obligation to disclose conflicts of interest under section 29 of the Public Governance, Performance and Accountability Act 2013 (PGPA Act). Suppliers to Commonwealth entities need to assist the Customer to meet its obligations by complying with the same standard of conduct.

Conflicts can be actual, perceived or potential. The perception of a conflict can be just as damaging to public confidence in public administration as an actual conflict based on objective facts.

It is important that if, after the response has been submitted or during the Contract period, any actual, perceived or potential conflicts arise they are reported to the Customer without delay.

If you are aware of a conflict (real or perceived) that could arise as a result of entering into a contract with the Customer (and Subcontractor where applicable) include full details and strategies to manage below, or for complex issues, attach a Conflict of Interest Management Plan detailing your proposed approach.

If no conflicts of interest were identified, type "Nil".

Referees

DRAFTING NOTE:

Provide daytime contact details for three (3) referees who can attest to your capacity to meet the Requirement. A reference is stronger if your organisation and/or Specified Personnel has recently provided the referee with similar goods/services. It is good practice to ensure that nominated referees are aware they may be contacted.

Please note, Clause A.B.5 *[Evaluation]*: The Customer reserves the right to contact any referees, or any other person, directly and without notifying the Potential Supplier.

Referee Name	Position	Organisation	Phone Number	Email Address

Pre-existing Intellectual Property of Potential Supplier

DRAFTING NOTE:

List your pre-existing Intellectual Property (if any) noting that:

The Supplier grants to, or in the case of Third-Party Material, must obtain for, the Customer a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence (including the right to sub-licence) to exercise the Intellectual Property Rights in all Pre-existing Material and Third- Party Material incorporated into the Material to enable the Customer to receive the full benefit of the Goods and/or Services and the Material and to exercise its rights in relation to the Material.

If no pre-existing Intellectual Property is proposed insert “Not Applicable”.

Confidentiality of Potential Supplier's Information

DRAFTING NOTE:

Identify any aspect of the Response, or any aspect of the proposed Contract, that you consider should be kept confidential, with reason.

The Customer will only agree to treat information as confidential in cases that meet the Commonwealth's guidelines and which the Customer considers appropriate. In the absence of the Customer's agreement, the Customer has the right to disclose any information contained in the Contract.

Add extra lines to the table as required.

Information to assist you to assess whether the Customer is able to treat particular information as confidential is available at: https://www.finance.gov.au/publications/resource-management-guides/procurement-publishing-reporting-obligations-rmg-423.

If none, type "Not Applicable".

Information to be kept Confidential	Reasons for Confidentiality Request

Regulatory and Sustainability Considerations

DRAFTING NOTE:

The Australian Government has a commitment to sustainable procurement practices. Sustainable procurement aims to reduce adverse social, environmental and economic impacts of purchased goods and services throughout their life. This includes considerations such as waste disposal and the cost of operations and maintenance over the life of the goods and services.

Provide a brief statement of how your organisation intends to comply with relevant regulations or provide sustainable procurement benefits.

You may wish to include information, where relevant to the Customer's Requirement, of your commitment to or targets for the following:

- **human rights** and **ethical employment practices** such as fair pay and avoiding slavery in the supply chain, preventing discrimination, support for worker's rights, supporting socially inclusive practices, work health and safety and fair work conditions
- **protection of the environment** such as recycling, sustainable resource use, prevention of pollution, climate change mitigation and environmental conservation
- **fair operating practices** such as including prevention/detection of fraud, payment of fair share of tax (including in supply chain), fair competition, fair contractual practices for subcontractors/consumers
- **consumers** such as fair marketing and consumer data protection and privacy
- **community involvement and development** such as involvement in community activities, education and culture, employment creation and skills development – including with vulnerable sectors of the community.

Additional Information

DRAFTING NOTE:

Any information included here should be relevant to this proposal and should be as concise as possible.

To facilitate the Customer's reporting responsibilities under the Indigenous Procurement Policy, if you are an Indigenous business, have Indigenous employees, or are proposing Indigenous subcontractors you should highlight that information here and explain how you will report the ongoing participation of Indigenous people in fulfilling the proposed Contract.

To facilitate the Customer's reporting responsibilities, if you are a business that primarily exists to provide the services of persons with a disability highlight that information here and explain how you will report ongoing participation of disabled people in fulfilling the proposed Contract.

The Commonwealth's Fraud Control Framework requires the Customer to manage risk of fraud and corruption as part of contracting and procurement activities. You should include details of controls (if any) you will have in place to prevent fraud and corruption against the Commonwealth.

This section should **NOT** be used to include generic marketing information that is not specific to the Requirement.

Part 5 – Total Costs to be incurred by the Customer

DRAFTING NOTE:

The information you provide in this section will be used to assess the total costs the Customer will incur under your proposal.

Pricing

Fixed Price (expenses reimbursed)

DRAFTING NOTE:

Complete the following table including fixed prices for each item. Fixed prices must include taxes, duties and other government charges which may be imposed or levied in Australia and overseas, and all other costs associated with providing the services, including delivery fees where applicable.

Add additional lines to the table as required.

The quote sought prior to each sub-project should comprise of the line items in the table(s) below, specific to the sub-project design.

The cost of some items involved in a sub-project (i.e. costs of animals and costs of agvet chemicals and feed) are variable, fluctuate based on market prices and the number of animals involved which is not yet specified). These costs will be paid for by the NRS based on receipts provided by the service provider for the sub-project. Payment for each sub-project will be paid upon receipt of relevant invoices from the Supplier, after completion of each sub-project.

Item Description	Unit Price GST Exclusive	GST Component	Unit Price GST Inclusive
Professional rate – literature review, study design including treatment regime proposal and reporting			
Technical rate – conduct of study with direct accountability for decision and actions			
Animal Ethics Committee application preparation			
Chemical storage			
Animal transport (per trip or per km)			
Housing and agistment (cattle – paddock)			
Housing and agistment (cattle – pens (group))			
Housing and agistment (cattle – pens (individual))			
Housing and agistment (sheep – paddock)			
Housing and agistment (sheep – pen)			
Housing and agistment (pig – pen)			
Housing and agistment (chicken – coop)			
Animal tissue storage post-harvest (-70˚C)			
Carcass disposal - cattle			
Carcass disposal – sheep			

Carcass disposal – pig			
Carcass disposal – chicken			
Total Fixed Price for Services			

Adjustment to Fixed Pricing for Contract Variation/Extension

DRAFTING NOTE:

Explain how the above pricing would be adjusted, if a contract variation (for either an increase or decrease in the Requirement) was requested.

For example, if the contract is for a one-year period, what would the rates be in the second year? If the quantity of goods increased or decreased what would be the effect on price?

Expenses not included in Fixed Price

DRAFTING NOTE:

Estimate any other costs that will be incurred but cannot be accurately calculated in advance, and are NOT included in the Fixed Price above. Make sure you include any and all possible expense items as failure to include an item means the Customer will assume it has been included in the Fixed Price.

Add additional lines to the table as required, or insert appropriate text below the table.

Note: The Customer will not reimburse the Supplier for any nominated project expenses, travel, accommodation or associated expenses incurred for the purposes of the Contract unless:

a) the Supplier obtains the Customer's specific written approval prior to the relevant expense being incurred,

b) all domestic air travel is economy class,

c) amounts claimed for accommodation and other expenses do not exceed the total amount specified in Table 2 of Tax Determination **TD 2021/6** available at or any replacement Taxation Determination issued by the Australian Taxation Office, and

d) a claim for reimbursement is submitted supported by a copy of the paid Tax Invoice.

If all costs are included in the Fixed Price table above, type “Not Applicable” in the table below.

Description/Comments	Cost (GST Exclusive)	GST Component	Total Cost (GST Inclusive)

Proposed Payment Schedule

DRAFTING NOTE:

Complete the table below if you propose that progress payments be made.

Do not propose a payment schedule that reflects more than the value of the milestones or deliverables you have delivered at any stage.

This payment schedule is for the Fixed Fees and Charges portion of the arrangement only. Variable costs will only be reimbursed after they have been incurred and invoiced.

Note: The Customer may propose alternative payment arrangements.

If you are not proposing any progress payments type "Not Applicable".

Due Date	Milestone Description	Total Price (GST Exclusive)	GST Component	Total Price (GST Inclusive)
Total Milestone Payments				

Additional Facilities and Assistance

DRAFTING NOTE:

Should you require the Customer to provide facilities and assistance, in addition to that stated at *Facilities and Assistance Offered by the Customer* [Clause A.A.2(f)], provide details here. If no additional facilities or assistance required insert "Not Applicable".

If the pricing provided above is based on the provision of Additional Facilities and Assistance this should be stated below.

Non-Compliance

DRAFTING NOTE:

If your response is successful, you will be offered a Contract which incorporates the *Commonwealth Contract Terms* available at https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs#ccs-terms. The Terms have been designed to enable Commonwealth officials to comply with their legislated responsibilities and are therefore **NOT** negotiable.

If you have reasons why any of the *Additional Contract Terms* should be changed, complete the following table, as these additional terms may be negotiable.

Any costs the Customer would incur in obtaining legal advice (including in-house legal advice) or negotiating the Customer's Additional Contract Terms will be included in the Customer's total costs assessment.

Clause	Reason for Non-Compliance	Proposed New Wording

s. 47F(1)

From: s. 47F(1) @awe.gov.au>
Sent: Tuesday, 5 January 2021 4:04 PM
To: s. 47F(1)
Subject: RE: Singapore SEM method cooperation [SEC=UNOFFICIAL]

s. 47F(1)

I will update the minute with your suggestions and send to Deb.

Yes, the whole point of the minute is to get approval before going back to Singapore.

s. 47F(1)

From: s. 47F(1) @awe.gov.au>
Sent: Tuesday, 5 January 2021 3:35 PM
To: s. 47F(1) @awe.gov.au>
Subject: RE: Singapore SEM method cooperation [SEC=UNOFFICIAL]

Hi s. 47F(1),

Sorry for the delay in responding.

I'm happy with the concept and minute. It might be worth including in the Minute that, in the event of future port of entry detections, NRS labs could use the published method in Australian investigations and to prove that Australian product had not been administered. Also, Deb is only slightly familiar with our incurred residue project, so it might be worth including that this is an ongoing project to verify lab testing methods. I will probably have to give her some more verbal briefing on this.

I think the Minute will need Deb's approval before the email is sent back to Singapore.

Thanks,

s. 47F(1)

Director | Residue Chemistry & Laboratory Performance Evaluation, National Residue Survey | +61 2 627s. 47F(1) +61 s. 47F(1)

s. 47F(1) @awe.gov.au

Department of Agriculture, Water and the Environment
Residues & Food Branch | Exports & Veterinary Services Division
18 Marcus Clarke Street, Canberra ACT 2601 Australia
GPO Box 858, Canberra ACT 2601 Australia

From: s. 47F(1) @awe.gov.au>
Sent: Wednesday, 9 December 2020 2:54 PM
To: s. 47F(1) @awe.gov.au>; s. 47F(1) @awe.gov.au) <s. 47F(1) @awe.gov.au>
Subject: RE: Singapore SEM method cooperation [SEC=UNOFFICIAL]

s. 47F(1)

How about the attached and draft response to SFA below (assuming Deb is OK with funding the incurred residue samples.

s. 47F(1)

s. 47F(1)

Interested in comments on the draft e-mail below for Anna going back to SFA on the SEM issue.

s. 47F(1)

Dr s. 47F(1)

You have enquired whether the Department is willing to work with SFA to explore a potential marker for monitoring the illegal use of the antibiotic nitrofurazone. Reviewing the literature our experts note two approaches that might be worth revisiting.

The degradation of nitrofurazone produces two compounds, SEM and 5-nitro-2-furaldehyde.

In our opinion it may be possible to screen samples for SEM, and when detected, to analyse the samples for 5-nitro-2-furaldehyde to confirm use of nitrofurazone. There should not be any 5-nitro-2-furaldehyde present if SEM originated from processing. The literature is mostly old and what is needed are modern sensitive methods for detecting the aldehyde metabolite, as well as a proof-of-concept study using incurred residues and comparing these to samples with SEM arising from processing, to hopefully demonstrate the aldehyde can be used to identify nitrofurazone use.

Examples of literature papers are:
Ryan et al 1975 A screening method for determining nitrofuran drug residues in animal tissues. JAOAC 58:1227-1231.
Ritchie et al 1977 Improved gas-liquid chromatographic method for determining nitrofuran drug residues in animal tissues. NZ J Sci 20:225-229.
Zhang et al. 2015 A selective biomarker for confirming nitrofurazone residues in crab and shrimp using ultra-performance liquid chromatography-tandem mass spectrometry. Anal Bioanal Chem 407:8971-8977.

For some commodities intact nitrofurazone is relatively stable and it may be possible to measure the intact drug. For example, for dairy products, see Bendall et al 2019 Determination of nitrofurazone in fluid milk and dairy powders. Part 1: An international pilot study. Int Dairy J 91: 185-192 who determined intact nitrofurazone in dairy products down to 1 ppb. We understand from your comments that SFA already uses this approach for dairy products.

DAWE would also like to assure the SFA that it continues to work collaboratively with industry to ensure that Australian meat and meat products for export continue to be complied with Australian export legislation and Singapore's import requirements.

If SFA are able to develop a modern method to quantify 5-nitro-2-furaldehyde In muscle (e.g. sheep muscle), the Australian National Residue Survey would be able to provide sheep muscle samples with incurred nitrofurazone residues that could be used to verify the method works. We could also provide additional samples of sheep feet with SEM residues due to processing.

The aim would be to publish the method so other countries could access this approach.

Is SFA interested in such a collaboration?

All the best,

Dr Anna Somerville

From: s. 47F(1) @awe.gov.au>
Sent: Tuesday, 8 December 2020 6:23 PM
To: s. 47F(1) @awe.gov.au>; s. 47F(1) @awe.gov.au) s. 47F(1) @awe.gov.au>
Subject: RE: Singapore SEM method cooperation [SEC=UNOFFICIAL]

s. 47F(1),

Here are my comments on the minute.

Regards,

s. 47F(1)

Director | Residue Chemistry & Laboratory Performance Evaluation, National Residue Survey | +61 2 627s. 47F(1) | +61 s. 47F(1)

s. 47F(1) @awe.gov.au

Department of Agriculture, Water and the Environment
Residues & Food Branch | Exports & Veterinary Services Division
18 Marcus Clarke Street, Canberra ACT 2601 Australia
GPO Box 858, Canberra ACT 2601 Australia

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Hi,

ESB is keen to progress.

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s. 47F(1) @awe.gov.au

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Dr Anna Somerville

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Sent: Tuesday, 8 December 2020 6:23 PM
To: s. 47F(1) @awe.gov.au>; s. 47F(1) @awe.gov.au) s. 47F(1) @awe.gov.au>
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s. 47F(1)

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s. 47F(1)

Director | Residue Chemistry & Laboratory Performance Evaluation, National Residue Survey | +61 2 627s. 47F(1) | +s. 47F(1)

s. 47F(1) @awe.gov.au

Department of Agriculture, Water and the Environment
Residues & Food Branch | Exports & Veterinary Services Division
18 Marcus Clarke Street, Canberra ACT 2601 Australia
GPO Box 858, Canberra ACT 2601 Australia

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Subject: Singapore SEM method cooperation [SEC=UNOFFICIAL]

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Thanks,

s. 47F(1)

s. 47F(1)

From: s. 47F(1) @awe.gov.au>
Sent: Tuesday, 5 January 2021 4:25 PM
To: Langford, Deb; s. 47F(1)
Cc: s. 47F(1) ; Anna Somerville (anna.somerville@awe.gov.au)
Subject: RE: Potential cooperation with Singapore on SEM residues, seeking NRS support [SEC=UNCLASSIFIED]
Attachments: Singapore SEM method cooperation kb edits.docx

Deb,

The attached minute contains a slightly different approach for NRS cooperation with Singapore, again seeking your support.

Here we propose Singapore develop the method with NRS producing "incurred" residue samples that would be used to validate the method. Much more of a cooperation approach rather than Australia doing most of the work.

The NRS has a program of producing incurred residue samples used to verify the ability of laboratories to detect certain analytes. The proposal would be for you to agree to the NRS including nitrofurazone in the incurred residue program which would have cost implications.

The eye (retina) samples could be used in Australia as part of the normal NRS incurred residue program while other tissue samples could be sent to Singapore for method validation and remaining useful samples retained by the NRS for later use.

The aim is to publish the method, joint SFA/NRS publication.

Thanks,

s. 47F(1)

From: Langford, Deb <Deb.Langford@awe.gov.au>
Sent: Monday, 7 December 2020 6:04 PM
To: s. 47F(1) @awe.gov.au>; s. 47F(1) @agriculture.gov.au>
Cc: s. 47F(1) @awe.gov.au>; Anna Somerville (anna.somerville@awe.gov.au) <anna.somerville@awe.gov.au>
Subject: RE: Potential cooperation with Singapore on SEM residues, seeking NRS support [SEC=UNCLASSIFIED]

Hi s. 47F(1)

My understanding is that when s. 47F(1) had a conversation with the lab, that they are not keen to participate. I also note that you are also talking about standing up a new NRS program – which is more than just using a bit of levy funds (s. 47F(1) - interested in your thoughts). As per my approach on other things – I would like to see the workload, and pros and cons unpacked in a minute so that I can weigh up the expense and effort required with the likely gain.

Thanks

Deb Langford
Assistant Secretary | +61(0)2 6272 5282 | +61 s. 47F(1)

From: s. 47F(1) @awe.gov.au>
Sent: Thursday, 3 December 2020 5:03 PM
To: Deb Langford (deb.langford@awe.gov.au) <deb.langford@awe.gov.au>

Cc: s. 47F(1) @awe.gov.au>; Anna Somerville (anna.somerville@awe.gov.au) <anna.somerville@awe.gov.au>

Subject: Potential cooperation with Singapore on SEM residues, seeking NRS support [SEC=UNCLASSIFIED]

Deb,

Seeking support to approach the cattle and sheep industry on a cooperation project with Singapore that would be funded from NRS levies. We were hoping to reply to Singapore in the next two weeks.

Recently, Singapore Food Agency (SFA) enquired whether the Department is willing to work with SFA to explore a potential marker for monitoring the illegal use of the banned antibiotic nitrofurazone.

Currently, laboratories internationally test for residues of the marker semicarbazide (SEM) but residues of this compound can arise from a range of sources, including through legitimate processing operations.

This can lead to trade disruption and the need for expensive investigations to determine the source of SEM residues.

A recent example was the detection of SEM in sheep feet from Australia by SFA.

It would be beneficial for the red meat industry if countries had a method that could distinguish between deliberate nitrofurazone use and SEM formed during processing.

I have reviewed the literature and note that the degradation of nitrofurazone produces two compounds, SEM and 5-nitro-2-furaldehyde.

In my opinion it may be possible to screen samples for SEM, and when detected, to analyse the samples for 5-nitro-2-furaldehyde to confirm use of nitrofurazone.

There should not be any 5-nitro-2-furaldehyde present if SEM originated from processing.

The literature is mostly old and what is needed are modern sensitive methods for detecting the aldehyde metabolite, as well as a proof-of-concept study using incurred residues and comparing these to samples with SEM arising from processing, to hopefully demonstrate the aldehyde can be used to identify nitrofurazone use.

ESB believes it would be beneficial to collaborate with Singapore on this issue, however, this would require funding the Australian laboratory (NMI) to develop the method for analysing SEM and 5-nitro-2-furaldehyde in muscle and for the NRS to produce samples with incurred residues.

The aim would be for the lab/NRS to publish the results.

The method would not be directly application to current NRS programs where we test retina, a matrix not affected by processing.

Rather publication of such a method could reduce the risk to the red meat sector should SEM be detected in our exports.

Happy to talk if you want additional information.

All the best,

s. 47F(1)

s. 47F(1)

Director Residues and Microbiology Policy | Phone +61 2 627s. 47F(1) | Mobile +61 s. 47F(1)
Department of Agriculture, Water and the Environment
Export Standards Branch | Exports and Veterinary Services Division
18 Marcus Clarke Street, Canberra ACT 2601 Australia
GPO Box 858 Canberra ACT 2601 Australia

DEPARTMENT OF AGRICULTURE, WATER AND THE ENVIRONMENT

Ref: [Please fill out]

To: Deb Langford (For Decision)

SEEKING NRS SUPPORT FOR POTENTIAL COOPERATION WITH SINGAPORE ON SEM RESIDUES

Timing: 19 January 2021 — timing not critical but should be early 2021 to respond to Singapore's request

When making recommendations, sufficient evidence and context to support the rationale behind those recommendations must be provided.Recommendation/s:

1. That you AGREE to support a cooperation activity with Singapore Food Agency (SFA) on development of an analytical method by SFA to distinguish SEM residues arising from administration of nitrofurazone from those arising through legitimate processing operations or naturally occurring.

Agreed / Not Agreed

2. That you AGREE to the NRSfunding production of incurred nitrofurazone residue samples.

Agreed / Not Agreed

[SES/FAS name]: **Date:**

Comments:

[Please note the options in light grey. They are drop downs that require completion. The cc: line is to be deleted if not required.][Numbers in the recommendations can be changed via a drop down option to the left of the recommendation text.][If you do not require more than one recommendation or wish to delete recommendations, please highlight the cells, right click select 'Delete Cells' and 'Delete entire row'.][If you need more than two recommendations, please click your cursor anywherein the recommendation field and then click the plus symbol that will appear to the right of 'Choose an action'.]

Key Points:

1. Internationally, use of the banned drug nitrofurazone is monitored by testing for semicarbazide (SEM), a metabolite of nitrofurazone. However, detection of SEM does not necessarily indicate nitrofurazone use as SEM may be present from other sources, including through legitimate processing operations.

2. Singapore Food Agency (SFA) has raised the possibility of collaborating with Australia on developing analytical methods that can distinguish administration from other sources.

3. Detection of SEM by importing countries can lead to trade disruption and the need for expensive investigations to determine the source of SEM residues. A recent example was the detection of SEM in sheep feet from Australia by SFA. In this case Australia was able to demonstrate the use of peroxy acetic acid washes during processing as the cause of the SEM residues.

4. To reduce trade risk for the red meat industry, it would be beneficial if countries had a method that could distinguish between deliberate nitrofurazone use and legitimate sources such as SEM formed during processing.

5. Current testing of retina within the NRS random monitoring program would not be impacted by the proposed method development. Retina is a matrix not affected by processing so SEM detection in retina is unequivocal. However, developing a method that can distinguish deliberate use of nitrofurazone from other sources of SEM in other matrices such as muscle, would facilitate Australian investigations when importing countries detect SEM in Australian exports.

6. A review of the literature reveals the degradation of nitrofurazone produces two compounds, SEM and 5-nitro-2-furaldehyde. It should be possible to screen samples for SEM, and when detected, to analyse the samples for 5-nitro-2-furaldehyde to confirm use of nitrofurazone. There should not be any 5-nitro-2-furaldehyde present if SEM originated from processing.

7. The literature is mostly old and what is needed are modern sensitive methods for detecting the aldehyde metabolite, as well as using incurred residues to compare these to samples with SEM arising from processing, to demonstrate the aldehyde can be used to identify nitrofurazone use.

8. ESB believes it would be beneficial to collaborate with Singapore on this issue. We could suggest SFA develop the method for analysing SEM and 5-nitro-2-furaldehyde in muscle and for the NRS to produce samples with incurred residues as part of its ongoing incurred residue program for monitoring laboratory proficiency.

9. The aim would be for the Singapore lab/NRS to publish the method and validation. Publication of such a method would make importing countries aware of issues related to use of SEM as a marker for nitrofurazone use. The current response of some countries to a SEM detection is to suspend imports from the affected exporter. Publication of a method would contribute to reducing the risk associated with occasional/infrequent SEM detections in our exports.

Financial impacts:

10. Costs associated with method development and production of incurred residues to be determined by the NRS. It is expected costs to be <$20,000 and it is anticipated, should you agree to the proposal, that you would utilise cattle and sheep levy funds to cover the costs.

Farmer/Stakeholder Implications:

11. Port-of-entry detections of residues of banned chemicals by our trading partners have the potential to cause exporters to be suspended from accessing the affected market and for questions to be raised by other trading partners. Detections need to be thoroughly investigated to restore trade. Development of a method to distinguish deliberate use of nitrofurazone from other sources of SEM has the potential to reduce the risk to Australian exports.

Clearing Officer: s. 47F(1)
Director, Residues and Microbiology Policy
Exports and Veterinary Services
Ph: 02 627s. 47F(1)
Mob: s. 47F(1)
08/12/2022

s. 47F(1)

From: s. 47F(1)
Sent: Monday, 6 September 2021 9:28 AM
To: s. 47F(1)
Subject: FW: Potential additional testing programs [SEC=OFFICIAL]

Hi s. 47F(1)

For review.

This is the email that I am going to send to Tom for his response to s. 47F(1) Are you comfortable with this? Can I confirm if the $1.8M estimate for analytical screens for proposal 1 is for both beef and sheep combined? Or was that the cost that each industry would be up for?

Hi s. 47F(1)

Thanks for your email with the proposed new program. The team has now had a chance to consult further with you for more details and consider the proposals below. Please confirm that my understanding of the proposed programs is correct.

My first question is, are the sample numbers that have been put forward to the EU (and other markets) in the control plan sufficient to provide market access assurance, and have the numbers put forward been accepted or rejected by trading partners?

Regarding proposal 1, if I understand this correctly, you are proposing that OPVs collect samples of muscle, kidney, liver and fat from 300 carcases for both cattle and sheep, that have been condemned after failing the ante-mortem inspection. These animals will be on a chain inside the establishment where OPVs generally operate. Each sample will then be packaged as per the usual process and sent to CRAD to be run through each analytical screen to see if there are any issues with condemned animals that should be addressed through the RMPs.

There will be a considerable amount of effort required for OPVs in collecting an additional 2,400 samples in the financial year, which will need comment from the Meat Export Branch. I note however, that as they are condemned animals there is minimal cost to the company.

The initial estimate for just the analytical testing component of this program is approximately $1.8M. Note this does not include packaging, freight and overheads or any additional resources that may be needed to manage this body of work. All up, the proposed program may cost upwards of $2.5M, and given the impact on the levy accounts this will require consultation with industry to seek their agreement and participation prior to further consideration.

It is worth considering whether we commence a program with reduce numbers of animals in the first instance, to see if there is an actual issue. Perhaps commence the program with 50 or 100 condemned animals (i.e. 200-400 beef sample and 200-400 sheep samples) to monitor the results and see if there is a more serious underlying problem to be addressed.

s. 33(a)(iii)

This program will require paired samples of liver and muscle from sheep only, collected from establishments/farms in s. 47B(a) where there is a known cadmium issue and be put through a metals screen. When the kidney sample returns a cadmium residue concentration above a pre-determined limit, the muscle will then be tested. The paired test results may then be used to provide assurance on the residue concentration in the muscle. I understand that this is to continue until 100 muscle samples have been tested.

Whilst I have no concerns with the nature of the proposed programs, my concern is around the workload and resourcing. You haven't indicated timeframes in your proposal, but if we could prioritise the programs, I would suggest that the cadmium program for the EU would be the easiest to get up and running in the short term.

[is there anything else that we need to include in the email here?]

From: s. 47F(1) @awe.gov.au>
Sent: Thursday, 12 August 2021 5:10 PM
To: s. 47F(1) @awe.gov.au) s. 47F(1) @awe.gov.au>; s. 47F(1) @awe.gov.au>; Black, Tom <Tom.Black@agriculture.gov.au>
Cc: Anna Somerville (anna.somerville@awe.gov.au) <anna.somerville@awe.gov.au>
Subject: Potential additional testing programs [SEC=OFFICIAL]

All,

There are a couple of additional testing programs I would like the NRS to consider.

(1) We have reduced the number of samples tested in the random monitoring programs for beef and sheep meat. While the target number of samples is generally 300, enough to provide 95% confidence of detection of non-compliance present at 1%, s. 33(a)(iii)

.

There is a population of animals that could be sampled with minimal impact on industry. This is completely condemned animals. My proposal is we conduct a full scale, 300 sample, every screen (other than the minor screens that are currently sampling much less than 300 animals e.g. fluroquinolones, anaesthetics, nitrofurans, dioxins etc) program on this population.
Advice from s. 47F(1) is that there over 300 cattle condemnations each year and more in the case of sheep.
If we run this for one year, assess the results. This would allow us to determine if condemned animals have a higher rate of residues than other animals. This could be classed as targeted testing in the EU system.
On assessing the results we could then decide which screens to apply to this population for the long-term.
This would represent significant expenditure and presumably require support of industry (AMIC, CCA, ALFA, SPA).

(2) The EU have raised the issue of cadmium in muscle and why muscle form animals with non-compliant livers should be acceptable for export to the EU. While we had some evidence there is no issue with muscle, there will be a level of liver contamination where this is not the case.
It would be useful to get samples of muscle analysed when we have high levels of cadmium in liver.
I propose that we collect muscle and liver samples from animals in s. 47B(a) for the next year or two. The samples would be sent to the lab and the liver analysed. When the liver cadmium exceeds a threshold, say starting 2.5 ppm, the muscle is analysed. This would give us a database to defend our position or to modify our system for managing cadmium.
An alternative would be to identify the high cadmium producing PICs and target these, collecting muscle and liver from animals from these PICS. Again, s. 47B(a) .
The aim is to establish the safety/compliance of muscle from animals with excessive (>3 ppm) liver cadmium levels.

Appreciate your thoughts and how to proceed.

s. 47F(1)

s. 47F(1)

Director Residues and Microbiology Policy | Phone +61 2 627s. 47F(1) | Mobile s. 47F(1)
Department of Agriculture, Water and the Environment

Export Standards Branch | Exports and Veterinary Services Division

18 Marcus Clarke Street, Canberra ACT 2601 Australia

GPO Box 858 Canberra ACT 2601 Australia

s. 47F(1)

From: s. 47F(1)
Sent: Monday, 6 September 2021 6:14 PM
To: Black, Tom
Cc: s. 47F(1)
Subject: Potential additional testing programs [SEC=OFFICIAL]
Attachments: NRS New Program Request Form - electronic version.docx

Hi Tom,

In response to the proposed programs that s. 47F(1) sent through, I have drafted the email below.

Happy to organise a time to chat about the proposed projects again – I recommend our preference should be to commence the cadmium surveillance in sheep s. 33(a)(iii) , will be manageable for us and is a low cost which will benefit the sheep industry.

The condemned carcase sampling is a very large expense and will require a lot of internal consultation with MEB and consultation with industry before committing to it. I would suggest that we recommend a reduced sampling size in the first year to assess the benefit of continuing or expanding the program. This will make the workload more manageable within our existing team and also minimise the impact on the industry levy account, until we see some benefit in the program and can justify the additional expense. It still isn't clear if this is in response to a market inquiry, or whether this is just good information to have.

If you are comfortable with the response to s. 47F(1), I will ask s. 47F(1) to start the discussions with SPA and prepare a brief seeking approval to stand up the sheep Cd program.

Cheers,
s. 47F(1)

Hi s. 47F(1)

Thanks for your email with the proposed new program. The team has now had a chance to consult further with you for more details and consider the proposals below. Please confirm that my understanding of the proposed programs is correct.

My first question is, are the sample numbers that have been put forward to the EU (and other markets) in the control plan sufficient to provide market access assurance, and have the numbers put forward been accepted or rejected by trading partners?

Regarding proposal 1, if I understand this correctly, you are proposing that OPVs collect samples of muscle, kidney, liver and fat from 300 carcases for both cattle and sheep, that have been condemned after failing the ante-mortem inspection. These animals will be on a chain inside the establishment where OPVs generally operate. Each sample will then be packaged as per the usual process and sent to CRAD to be run through each analytical screen to see if there are any issues with condemned animals that should be addressed through the RMPs in the future.

There will be a considerable amount of effort required for OPVs in collecting an additional 2,400 samples in the financial year, which will need comment from the Meat Export Branch. I note however, that as they are condemned animals there is minimal cost to the company.

The initial estimate for just the analytical testing component of this program is approximately $1.6M. Note this does not include packaging, freight and overheads or any additional resources that may be needed to manage this body of work. All up, the proposed program may cost upwards of $2.5M, and given the impact on the levy accounts this will require consultation with industry to seek their agreement and participation prior to further consideration.

It is worth considering whether we commence a program with reduce numbers of animals in the first instance, to see if there is an actual issue. Perhaps commence the program with 50 or 100 condemned animals (i.e. 200-400 beef samples and 200-400 sheep samples) to assess the results and gauge the benefit to industry and whether there is need for an expanded program.

s. 33(a)(iii)

This program will require paired samples of liver and muscle from sheep only, collected from establishments in s. 47B(a) , targeting regions or farms where there is a known cadmium issue, and be put through a metals screen. Where the kidney sample returns a cadmium residue concentration above a pre-determined limit, the muscle will then be tested. The paired test results may then be used to provide assurance on the residue concentration in the muscle. I understand that this is to continue until 100 muscle samples have been tested. The anticipated cost of this proposed program is likely to be around $30k for the sheep industry.

Whilst I see there is benefit in both the proposed programs and I would like to remain supportive, my concern is around the workload and resourcing. You haven't indicated timeframes in your proposal, but if we could prioritise the programs, in my view it makes sense to commence with the cadmium program for the EU, which would be the easiest to get up and running in the short term.

I've also included in my email a form that will greatly assist the NRS in being able to estimate the cost of proposed programs, by receiving as much information upfront about programs.

Happy to participate in a discussion regarding the proposed programs.

Regards,

From: s. 47F(1) @awe.gov.au>
Sent: Thursday, 12 August 2021 5:10 PM
To: s. 47F(1) @awe.gov.au>; s. 47F(1) @awe.gov.au>; Black, Tom <Tom.Black@agriculture.gov.au>
Cc: Anna Somerville (anna.somerville@awe.gov.au) <anna.somerville@awe.gov.au>
Subject: Potential additional testing programs [SEC=OFFICIAL]

All,

There are a couple of additional testing programs I would like the NRS to consider.

(1) We have reduced the number of samples tested in the random monitoring programs for beef and sheep meat. While the target number of samples is generally 300, enough to provide 95% confidence of detection of non-compliance present at 1%, s. 33(a)(iii)

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There is a population of animals that could be sampled with minimal impact on industry. This is completely condemned animals. My proposal is we conduct a full scale, 300 sample, every screen (other than the minor screens that are currently sampling much less than 300 animals e.g. fluroquinolones, anaesthetics, nitrofurans, dioxins etc) program on this population.

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If we run this for one year, assess the results. This would allow us to determine if condemned animals have a higher rate of residues than other animals. This could be classed as targeted testing in the EU system.
On assessing the results we could then decide which screens to apply to this population for the long-term.
This would represent significant expenditure and presumably require support of industry (AMIC, CCA, ALFA, SPA).

(2) s. 33(a)(iii)

While we had some evidence there is no issue with muscle, there will be a level of liver contamination where this is not the case.
It would be useful to get samples of muscle analysed when we have high levels of cadmium in liver.
I propose that we collect muscle and liver samples from animals in s. 47B(a) for the next year or two. The samples would be sent to the lab and the liver analysed. When the liver cadmium exceeds a threshold, say starting 2.5 ppm, the muscle is analysed. This would give us a database to defend our position or to modify our system for managing cadmium.
An alternative would be to identify the high cadmium producing PICs and target these, collecting muscle and liver from animals from these PICS. Again, s. 47B(a) .
The aim is to establish the safety/compliance of muscle from animals with excessive (>3 ppm) liver cadmium levels.

Appreciate your thoughts and how to proceed.

s. 47F(1)

s. 47F(1)

Director Residues and Microbiology Policy | Phone +61 2 627s. 47F(1) | Mobile +61 s. 47F(1)
Department of Agriculture, Water and the Environment
Export Standards Branch | Exports and Veterinary Services Division
18 Marcus Clarke Street, Canberra ACT 2601 Australia
GPO Box 858 Canberra ACT 2601 Australia

NRS Quote Request Form for New Programs

This form should be completed where possible by the requesting group with supplementary information from an NRS contact officer.

Name of the new program: Click or tap here to enter text.
Business case / policy requirement(s) / associated market(s): Click or tap here to enter text.

This is a request for:
- ☐ a new program
- ☐ an extension of an existing program

The program will be:
- ☐ random,
- ☐ targeted, or
- ☐ a pilot

Written authority for the request – FAS, AS, ESB and/or Industry body:
Click or tap here to enter text.

If the program is targeted or a pilot, provide a rationale for the targeting (e.g., on PIC basis, analyte basis, etc.).
Click or tap here to enter text.

Laboratory and RC-LPE requirements

Analyte(s) of interest (and other specifications) (By default, the quote will be for the full residue definition, if analytically feasible).
Click or tap here to enter text.

What is the urgency of the program's implementation?
- ☐ Low (within one year)
- ☐ Moderate (within six months)
- ☐ High (within 3 months)
- ☐ Immediate (as soon as possible)

Is ISO/IEC 17025 accreditation required?
- ☐ No
- ☐ Yes

What is the required results turnaround time?
Click or tap here to enter text.

Will samples need to go direct to lab?
- ☐ No, they must be sent to CRAD first for QA
- ☐ Yes, they must go direct to the lab

Can the samples be batched?
- ☐ No
- ☐ Yes

Will samples and results be recorded in the IMS?
- ☐ No
- ☐ Yes

Will the results be reportable to industry?
- ☐ No
- ☐ Yes

Sampling requirements

Commodity(ies): Click or tap here to enter text.

Product(s) (i.e. species)**:** Click or tap here to enter text.

Matrix(ces): Click or tap here to enter text.

Expected number of samples: Click or tap here to enter text.

What is the expected duration of the program?
Start Click or tap to enter a date.
End Click or tap to enter a date.
- ☐ Ongoing

Are there any specific sampling equipment requirements?
- ☐ No
- ☐ Yes, describe below

Click or tap here to enter text.

What size of freight packaging will be required?
- ☐ Small (28 cm x 20 cm x 16 cm),
- ☐ Medium (32 cm x 28 cm x 16 cm)
- ☐ Large (42 cm x 42 cm x 20 cm)

Business and finance requirements

NRS staff allocated to the program (name, # of days)
Click or tap here to enter text.

The program will be funded via:
- ☐ direct invoicing
- ☐ levy

Program Authorisation (EL2)

Name: Click or tap here to enter text. Signature: Date: Click or tap to enter a date.

RC-LPE use only

Allocated laboratory: Click or tap here to enter text.

Analysis program name or analyte names/groups/subgroups: Click or tap here to enter text.

Test method reporting code: Click or tap here to enter text.

Agreed turnaround time: Click or tap here to enter text.

Agreed batching conditions: Click or tap here to enter text.

Other agreed requirements with the laboratory: Click or tap here to enter text.

Agreed program START date: Click or tap to enter a date.

Agreed program END date: Click or tap to enter a date.

Key points of contact (for form submissions and queries):
National Residue Survey mailbox: nrs@agriculture.gov.au
s. 47F(1) , Director, Residue Chemistry & Laboratory Performance Evaluation, Plant & Businesss. 47F(1) @agriculture.gov.au

s. 47F(1)

From: s. 47F(1)
Sent: Wednesday, 15 September 2021 4:37 PM
To: s. 47F(1)
Subject: FW: EU Cadmium program [SEC=OFFICIAL]
Attachments: 2020-01-17 minute for cadmium testing.pdf

Hi s. 47F(1)

s. 47F(1) found this brief among the records, which I remembered once I saw it. Do you know what happened to the results of the paired liver and muscle results for the 100 sheep samples that we collected? Did this make its way to s. 47F(1)?

I can't recall why this brief went from Anna to Fran, through Deb.

s. 47F(1) had commenced drafting the approvals brief for Tom but would like to reference this work and explain in the brief why we are collecting more samples on top of what we already have. Maybe s. 47F(1) has forgotten about this work?

I also emailed s. 47F(1) to ask why there has been a change in mind about including beef in the program now – I haven't had any response from him as yet.

Cheers,
s. 47F(1)

From: s. 47F(1) @agriculture.gov.au>
Sent: Wednesday, 15 September 2021 1:57 PM
To: s. 47F(1) @agriculture.gov.au>
Subject: FW: EU Cadmium program [SEC=OFFICIAL]

FYI – Brief from Jan 2020.

From: s. 47F(1) @agriculture.gov.au>
Sent: Monday, 20 January 2020 3:45 PM
To: s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
Subject: EU Cadmium program [DLM=For-Official-Use-Only]

Hi guys,

Can you please initiate this program.

Cheers,
s. 47F(1)

DEPARTMENT OF AGRICULTURE

Ref: D20/27578

To: First Assistant Secretary, Fran Freeman (For Decision)

Through: Assistant Secretary, Deb Langford s. 47F(1) 16/1

TESTING TO DEMONSTRATE RELATIONSHIP BETWEEN CADMIUM RESIDUE LEVELS IN SHEEP LIVER AND MUSCLE

Timing: 15 January 2020 — Timing to support response to the European Union

Recommendation:

1. That you **AGREE** to initiate a temporary targeted monitoring program to support Australia's cadmium risk management measures for sheep.

Agreed / Not Agreed

Fran Freeman: s. 47F(1) **Date:** 17/1/2020

Comments:

Key Points:

1. The recent audit by the European Union (EU) of Australia's system for the control of residues and contaminants in animal products included a recommendation that Australia

   "ensure that potentially non-compliant products (e.g. sheep meat containing cadmium in excess of EU maximum limits) are not exported to the EU".

   The recommendation relates to action taken with respect to the rest of the carcase and parts when non-compliant cadmium levels are detected in liver.

2. Australia manages cadmium by making liver and kidney from different risk groups of animal, based on state/territory and age, ineligible for certain markets. Other tissues are considered wholesome, so suitable for human consumption. This risk management measure was developed following an analysis of cadmium levels in matched samples of kidney, liver and muscle from cattle and sheep.

3. s. 33(a)(ii)

4. Information was provided to the EU auditors supporting the Australian position (including attachment A), s. 33(a)(iii)

> *"Based on the outcome of a survey carried out in 2009/2010 the Department of Agriculture considers that very high concentrations of cadmium in offal do not necessarily correspond to high concentrations of this heavy metal in muscle. In this survey, liver, kidney and muscle samples from 152 sheep in three age groups were tested for cadmium. For lambs, which is the age group exported to the EU, cadmium was detected in liver ranging from 49 to 148 µg/kg and in kidney ranging from 57 to 268 µg/kg; there was no detection of cadmium in the muscle of these lambs (LOQ of the analytical method 2.9 µg/kg). However, contrary to what was found in the 2017/2018 and 2018/2019 residue monitoring plans none of the concentrations found during the survey exceeded the EU Maximum Levels for cadmium in liver (500 µg/kg) and kidney (1000 µg/kg), respectively".*

s. 33(a)(iii)

5. It is believed that additional data on the relationship between cadmium levels in liver and muscle from regions with higher levels (e.g. s. 47B(a)) would strengthen Australia's position. s. 33(a)(iii)
s. 33(a)(iii) It is proposed that the NRS obtain 100 matched sheep liver and muscle samples from regions with high cadmium levels. This should be sufficient to generate samples of liver with cadmium levels significantly above the EU maximum limit of 500 µg/kg and show that muscle levels remain below 50 µg/kg, the EU limit for muscle.

6. Based on historical throughput (noting this may be disrupted by fires, drought and fodder availability) the 100 samples will be sourced from 60 lambs and 40 ewes being processed at establishments in s. 47B(a)

s. 47B(a)

7. The 100 paired sheep liver and muscle samples should be available for lab analysis within three weeks from the commencement of the program, with laboratory test results returned in 10 business days to be available for reporting to the EU.

8. It is therefore anticipated that the cadmium targeted testing program for paired sheep liver and muscle samples could be reported to the EU in six weeks from the commencement of the program. In the meantime the department can address the EU concerns by advising that the additional cadmium testing is underway and results will be provided on the completion of the program.

Financial impacts:

9. The laboratory cost for this targeted cadmium program will be $99.55 (including GST) for each sample of liver and muscle. Therefore, 100 paired samples of liver and muscle (200 samples in total) will cost approximately $20,000 (including GST). The funding will be drawn from the Sheep targeted testing cost centre (L14). There are sufficient funds in the cost centre to cover the costs of this program.

Farmer/Stakeholder Implications:

10. It is anticipated that any imposed market access requirements for cadmium will have implications for farmers/industry by further restricting the animals that are eligible for export to the EU, and potentially other markets. This targeted program will deliver additional data on the comparative analysis of cadmium in sheep liver and muscle tissues to further strengthen Australia's position to export meat products to eligible markets.

11. The NRS will write to Sheep Producers Australia to explain the use of the levy funds to address this concern raised by the EU in the audit report.

s. 47F(1)

Clearing Officer: Anna Somerville
Assistant Secretary
Exports Division
Ph: 02 6272 5954
Mob: s. 47F(1)
14 / 01 /2020

Contact Officer: s. 47F(1)
Residue and Microbiology Policy
Ph: 02 627 s. 47F(1)
Mob: s. 47F(1)

Attachment A

INFORMATION ON CADMIUM LEVELS PROVIDED TO EU AUDITORS

European Audit – Residues in Food, 17 – 28 June 2019

Further information – Cadmium detection in liver or kidney relevance to meat

Issue: If cadmium is non-compliant in liver or kidney, how can you be certain muscle is also not compliant? For non-compliant liver samples, why does this not lead to condemnation of the whole carcase?

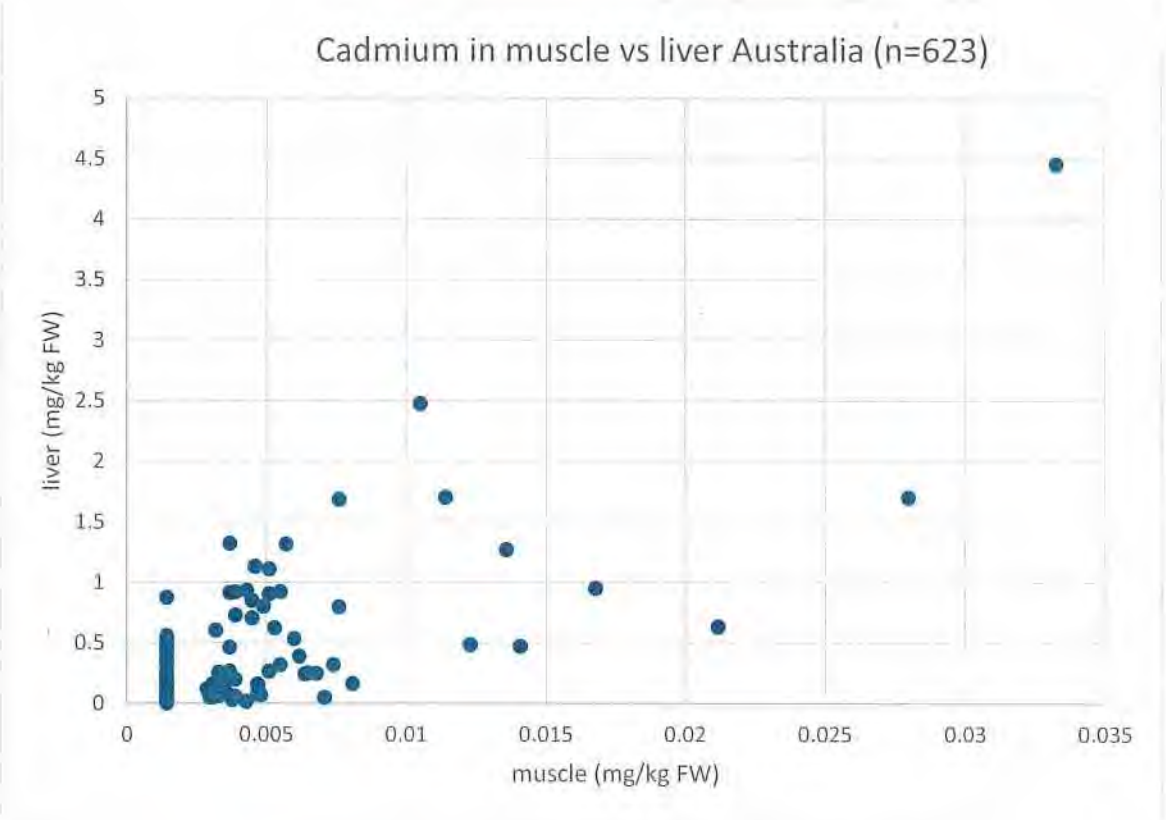
Cadmium is mostly bound to metallothionein (MT) in tissues. MT levels are relatively high, and inducible, in liver (mostly by Zn) and kidney (by Cd) but present at only very low levels in muscle (with no evidence of induction by exposure to metals).

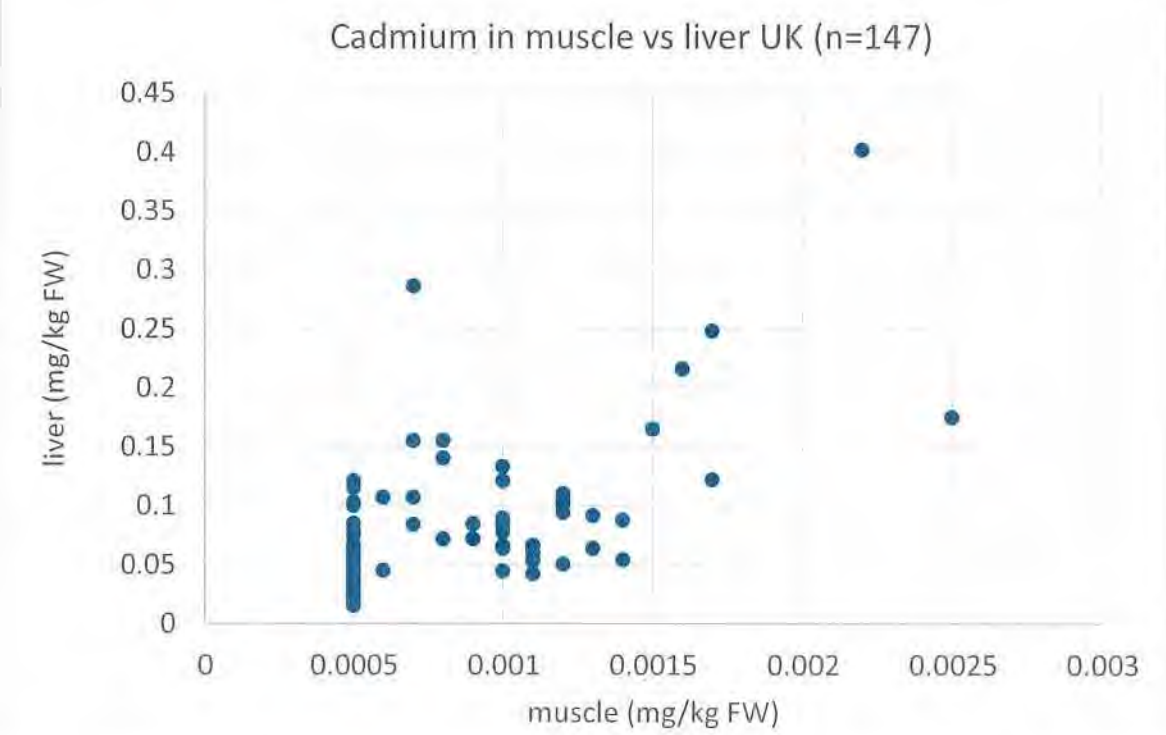
As a result, levels of cadmium in tissues are typically highest in liver when present in the animal at low levels and increase more rapidly in kidney compared to liver as levels increase within the animal. Muscle levels only increase slowly with exposure.

Consequently regulators have managed consumer exposure by implementing discard policies for liver and kidney of risk animals (generally age-based).

Australia has implemented a more robust policy of discard by developing location and age specific policies.

The graphs below for matched samples of muscle and liver from the same animal illustrate the change in muscle levels with increasing liver residues. Data are from Australia (cattle, sheep, pigs) and the UK (cattle data from Analyses of cadmium, dioxins, furans and biphenyls in meat, liver and kidney from cattle. Report for the UK Food Standards Agency FS102047, 2018 https://www.food.gov.uk/sites/default/files/media/document/analyses-of-cadmium-dioxins-furans-and-biphenyls-in-meat-liver-and-kidney-from-cattle.pdf).





It can be seen in the graphs above, that the muscle levels will not exceed the ML of 0.05 mg/kg unless liver levels are very high (over 5 mg/kg).

For horses, metallothionein contents of muscle are higher and muscle levels are correspondingly higher. Liver and kidney are not retained for human consumption in Australia. Hence, muscle is the tissue tested for horses.

The Australian system is more stringent than that implemented by many EU member states where liver and kidney from polluted areas are discarded for animals over a certain age (30 months). Note that in one survey from Belgium over 40% animals from an uncontaminated area were above the EU ML for kidneys (Ref: Waegeneers et al. 2009 The European maximum level for cadmium in bovine kidneys is, in Belgium, only realistic for cattle up to 2 years of age. Food Additive Contam Part A 26:1238-1248, Waegeneers et al. 2009 Accumulation of trace elements in cattle from rural and industrial areas in Belgium. Food Addit Contam Part A 26:326-332).

According to Waegeneers et all. 2009, "Within the European Union it is the aim to lay down MLs at a level that is reasonably achievable following good agricultural practices and taking into account the risk related to the consumption of the food product (European Union 2006). In accordance with this ALARA (as low as reasonably achievable) principle it is the aim to have a rejection percentage for a certain food product of 5% or less in all member states.

At the current ML for Cd in bovine kidneys, this rejection percentage can only be obtained for Belgian cattle if the kidneys of animals older than 2 years from the reference areas and of all animals from the contaminated areas are not considered.

s. 47F(1)

From: Black, Tom
Sent: Tuesday, 21 September 2021 9:40 PM
To: s. 47F(1) s. 47F(1)
Cc: s. 47F(1)
Subject: FW: Potential cooperation with Singapore on SEM residues, seeking NRS support [SEC=OFFICIAL]
Attachments: Singapore SEM method cooperation 13092021.docx

Hi s. 47F(1) and s. 47F(1)

I am happy to support this one.

s. 47F(1) – can you please add my electronic signature and date please. Both recommendations are agreed.

My thanks
Tom

Tom Black

Assistant Secretary
Exports and Veterinary Services Division
Department of Agriculture, Water and the Environment

☎ 02 6271 6682 | ☎ s. 47F(1) | ✉ tom.black@awe.gov.au

From: s. 47F(1) @agriculture.gov.au>
Sent: Monday, 13 September 2021 11:27 AM
To: Black, Tom <Tom.Black@agriculture.gov.au>
Cc: s. 47F(1) @agriculture.gov.au>
Subject: FW: Potential cooperation with Singapore on SEM residues, seeking NRS support [SEC=OFFICIAL]

Tom,
This proposal was started in December 2020. Below is my feedback to Deb on the revised version in January 2021. Short story is that there is **no** extra work for the Animals Program. RCLPE would be conducting incurred residue studies anyway, so this proposal can be dealt with under that incurred residue program, with no extra effort. I have updated the brief for formatting and currency and moved it to your Review column in the Activity Tracker.
Would be nice to get the preliminary steps underway.
Happy to discuss when you have time.
Regards,

s. 47F(1)

Director | Residue Chemistry & Laboratory Performance Evaluation, Plant & Business

National Residue Survey | +61 2 627s. 47F(1) | +61 s. 47F(1)

s. 47F(1) @awe.gov.au

Department of Agriculture, Water and the Environment
Residues & Food Branch | Exports & Veterinary Services Division
18 Marcus Clarke Street, Canberra ACT 2601 Australia
GPO Box 858, Canberra ACT 2601 Australia

From: s. 47F(1)
Sent: Tuesday, 5 January 2021 7:08 PM
To: Langford, Deb <Deb.Langford@agriculture.gov.au>
Cc: s. 47F(1) @agriculture.gov.au>
Subject: RE: Potential cooperation with Singapore on SEM residues, seeking NRS support [SEC=UNCLASSIFIED]

Deb,

In this instance I believe that s. 47F(1) has proposed a more palatable collaborative project because it isn't all based on work done in Australia. He has now suggested that the Singapore lab conducts the method development part, which is the most labour intensive and expensive part of the project. This makes more sense to me because Singapore's port of entry testing is of imported muscle, whereas we test retina being a more sensitive and reliable tissue for indicating abuse of the banned substance.

On the positive side, this proposal would not create any additional work for the Animals Program, just RCLPE in working with contract vets to create incurred residues and dispatching them to the lab. RCLPE tries to create incurred residues once or twice a year, working our way through as many meat testing programs as is feasible. The incurred tissues are used as double blinds or for lab method development, where we think there is a technical issue to be resolved. I believe that we might be able to use tissues from this project for the Singapore lab (muscle) as well as our lab (retina). Due to the nature of this testing program in Australia being in retina, we are unable to prepare spiked PT samples for this program (we can't homogenise retina) and so far we have not conducted an incurred residue project on this testing program, so that would be a benefit to us and would help ensure that our lab's test method works on incurred tissues. This would complement our other PT program work.

In the scheme of things, the incurred residue project is done around our other work because it has no fixed timeframe whereas our PT schedule is reasonably fixed. Once we have negotiated and scoped the project with the contractors, they conduct the ethics approval, source and house animals, administer the products and slaughter, then send us the tissues. We can freeze these until it suits us to slip them into the RMP as blinds, or send them to the lab for method development. If Singapore accepts this laboratory work, I don't

have to negotiate any method development work with NMI (which is obviously something I'm not keen to undertake at the moment as their quotes seem to be unreliable).

Obviously ESB believe that there are other benefits in having a more suitable test method available and in building relationships with trading partners.
In summary, this isn't very high on my priority list but is doable in the next year or so and fits in with our other work programs (all on the assumption that we don't have too many unforeseen problems such as additional staff departures).

Happy to discuss if you have any questions.

Regards,

s. 47F(1)

Director | Residue Chemistry & Laboratory Performance Evaluation, National Residue Survey | +61 2 627s. 47F(1) | +61 s. 47F(1)

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18 Marcus Clarke Street, Canberra ACT 2601 Australia
GPO Box 858, Canberra ACT 2601 Australia

From: Langford, Deb <Deb.Langford@agriculture.gov.au>
Sent: Tuesday, 5 January 2021 4:46 PM
To: s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
Subject: FW: Potential cooperation with Singapore on SEM residues, seeking NRS support [SEC=UNCLASSIFIED]

Can I get your thoughts on this please? Where does it fit into the priority list?

D

Deb Langford
Assistant Secretary | +61(0)2 6272 5282 | +61 s. 47F(1)

From: s. 47F(1) @awe.gov.au>
Sent: Tuesday, 5 January 2021 4:25 PM
To: Langford, Deb <Deb.Langford@awe.gov.au>; s. 47F(1) @agriculture.gov.au>
Cc: s. 47F(1) @awe.gov.au>; Anna Somerville (anna.somerville@awe.gov.au) <anna.somerville@awe.gov.au>
Subject: RE: Potential cooperation with Singapore on SEM residues, seeking NRS support [SEC=UNCLASSIFIED]

Deb,

The attached minute contains a slightly different approach for NRS cooperation with Singapore, again seeking your support.

Here we propose Singapore develop the method with NRS producing “incurred” residue samples that would be used to validate the method. Much more of a cooperation approach rather than Australia doing most of the work.

The NRS has a program of producing incurred residue samples used to verify the ability of laboratories to detect certain analytes. The proposal would be for you to agree to the NRS including nitrofurazone in the incurred residue program which would have cost implications.

The eye (retina) samples could be used in Australia as part of the normal NRS incurred residue program while other tissue samples could be sent to Singapore for method validation and remaining useful samples retained by the NRS for later use.

The aim is to publish the method, joint SFA/NRS publication.

Thanks,

s. 47F(1)

From: Langford, Deb <Deb.Langford@awe.gov.au>
Sent: Monday, 7 December 2020 6:04 PM
To: s. 47F(1) @awe.gov.au>; s. 47F(1) @agriculture.gov.au>
Cc: s. 47F(1) @awe.gov.au>; Anna Somerville (anna.somerville@awe.gov.au) <anna.somerville@awe.gov.au>
Subject: RE: Potential cooperation with Singapore on SEM residues, seeking NRS support [SEC=UNCLASSIFIED]

Hi s. 47F(1),

My understanding is that when s. 47F(1) had a conversation with the lab, that they are not keen to participate. I also note that you are also talking about standing up a new NRS program – which is more than just using a bit of levy funds (s. 47F(1) - interested in your thoughts). As per my approach on other things – I would like to see the workload, and pros and cons unpacked in a minute so that I can weigh up the expense and effort required with the likely gain.

Thanks

Deb Langford
Assistant Secretary | +61(0)2 6272 5282 | +61 438 709 641

From: s. 47F(1) @awe.gov.au>
Sent: Thursday, 3 December 2020 5:03 PM
To: Deb Langford (deb.langford@awe.gov.au) <deb.langford@awe.gov.au>
Cc: s. 47F(1) @awe.gov.au>; Anna Somerville (anna.somerville@awe.gov.au) <anna.somerville@awe.gov.au>
Subject: Potential cooperation with Singapore on SEM residues, seeking NRS support [SEC=UNCLASSIFIED]

Deb,

Seeking support to approach the cattle and sheep industry on a cooperation project with Singapore that would be funded from NRS levies. We were hoping to reply to Singapore in the next two weeks.

Recently, Singapore Food Agency (SFA) enquired whether the Department is willing to work with SFA to explore a potential marker for monitoring the illegal use of the banned antibiotic nitrofurazone.

Currently, laboratories internationally test for residues of the marker semicarbazide (SEM) but residues of this compound can arise from a range of sources, including through legitimate processing operations.

This can lead to trade disruption and the need for expensive investigations to determine the source of SEM residues.

A recent example was the detection of SEM in sheep feet from Australia by SFA.

It would be beneficial for the red meat industry if countries had a method that could distinguish between deliberate nitrofurazone use and SEM formed during processing.

I have reviewed the literature and note that the degradation of nitrofurazone produces two compounds, SEM and 5-nitro-2-furaldehyde.

In my opinion it may be possible to screen samples for SEM, and when detected, to analyse the samples for 5-nitro-2-furaldehyde to confirm use of nitrofurazone.

There should not be any 5-nitro-2-furaldehyde present if SEM originated from processing.

The literature is mostly old and what is needed are modern sensitive methods for detecting the aldehyde metabolite, as well as a proof-of-concept study using incurred residues and comparing these to samples with SEM arising from processing, to hopefully demonstrate the aldehyde can be used to identify nitrofurazone use.

ESB believes it would be beneficial to collaborate with Singapore on this issue, however, this would require funding the Australian laboratory (NMI) to develop the method for analysing SEM and 5-nitro-2-furaldehyde in muscle and for the NRS to produce samples with incurred residues.

The aim would be for the lab/NRS to publish the results.

The method would not be directly application to current NRS programs where we test retina, a matrix not affected by processing.

Rather publication of such a method could reduce the risk to the red meat sector should SEM be detected in our exports.

Happy to talk if you want additional information.

All the best,

s. 47F(1)

s. 47F(1)

Director Residues and Microbiology Policy | Phone +61 2 627s. 47F(1) | Mobile +61 s. 47F(1)

Department of Agriculture, Water and the Environment

Export Standards Branch | Exports and Veterinary Services Division

18 Marcus Clarke Street, Canberra ACT 2601 Australia

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DEPARTMENT OF AGRICULTURE, WATER AND THE ENVIRONMENT

Ref: [Please fill out]

To: Tom Black (For Decision)

SEEKING NRS SUPPORT FOR POTENTIAL COOPERATION WITH SINGAPORE ON SEM RESIDUES

Timing: 30 September 2021 — The NRS component of this proposal would commence in early 2022.

Recommendation/s:

1. That you AGREE to support a cooperation activity with Singapore Food Agency (SFA) on development of an analytical method by SFA to distinguish SEM residues arising from administration of nitrofurazone from those arising through legitimate processing operations or naturally occurring.

Agreed / Not Agreed

2. That you AGREE to the NRS funding production of incurred nitrofurazone residue samples under the existing incurred residue program run by RC-LPE.

Agreed / Not Agreed

[Tom Black]: s. 47F(1) **Date: 22 September 2021**

Comments:

Key Points:

1. Internationally, use of the banned drug nitrofurazone is monitored by testing for semicarbazide (SEM), a metabolite of nitrofurazone. However, detection of SEM does not necessarily indicate nitrofurazone use as SEM may be present from other sources, including through legitimate processing operations.
2. Singapore Food Agency (SFA) has raised the possibility of collaborating with Australia on developing analytical methods that can distinguish administration from other sources.
3. Detection of SEM by importing countries can lead to trade disruption and the need for expensive investigations to determine the source of SEM residues. A recent example was the detection of SEM in sheep feet from Australia by SFA. In this case Australia was able to demonstrate, through NRS testing, that the use of peroxy acetic acid washes during processing were the cause of the SEM residues.

4. To reduce trade risk for the red meat industry, it would be beneficial if countries had a method that could distinguish between deliberate nitrofurazone use and legitimate sources such as SEM formed during processing.

5. Current testing of retina within the NRS random monitoring program would not be impacted by the proposed method development. Retina is a matrix not affected by processing so SEM detection in retina is unequivocal. However, developing a method that can distinguish deliberate use of nitrofurazone from other sources of SEM in other matrices such as muscle, would facilitate Australian investigations when importing countries detect SEM in Australian exports.

6. A review of the literature reveals the degradation of nitrofurazone produces two compounds, SEM and 5-nitro-2-furaldehyde. It should be possible to screen samples for SEM, and when detected, to analyse the samples for 5-nitro-2-furaldehyde to confirm use of nitrofurazone. There should not be any 5-nitro-2-furaldehyde present if SEM originated from processing.

7. The literature is mostly old and what is needed are modern sensitive methods for detecting the aldehyde metabolite, as well as using incurred residues to compare these to samples with SEM arising from processing, to demonstrate the aldehyde can be used to identify nitrofurazone use.

8. ESB believes it would be beneficial to collaborate with Singapore on this issue. We could suggest SFA develop the method for analysing SEM and 5-nitro-2-furaldehyde in muscle and for the NRS to produce samples with incurred residues as part of its ongoing incurred residue program for monitoring laboratory proficiency. These samples could also be used to verify proficiency of the NRS contract laboratory.

9. The aim would be for the Singapore lab/NRS to publish the method and validation. Publication of such a method would make importing countries aware of issues related to use of SEM as a marker for nitrofurazone use. The current response of some countries to a SEM detection is to suspend imports from the affected exporter. Publication of a method would contribute to reducing the risk associated with occasional/infrequent SEM detections in our exports.

Financial impacts:

10. Costs associated with method development and production of incurred residues to be determined by the NRS. It is expected costs to be <$20,000 and would be covered by the cattle and sheep levy funds.

Farmer/Stakeholder Implications:

11. Port-of-entry detections of residues of banned chemicals by our trading partners have the potential to cause exporters to be suspended from accessing the affected market and for questions to be raised by other trading partners. Detections need to be thoroughly investigated to restore trade. Development of a method to distinguish deliberate use of nitrofurazone from other sources of SEM has the potential to reduce the risk to Australian exports.

Clearing Officer: s. 47F(1)
Director, Residues and Microbiology Policy
Exports and Veterinary Services
Ph: 02 627s. 47F(1)
Mob: s. 47F(1)
13/09/2022

s. 47F(1)

From: s. 47F(1)
Sent: Wednesday, 6 October 2021 2:42 PM
To: Black, Tom
Cc: s. 47F(1)
Subject: RE: Draft response to Tom additional programs [SEC=OFFICIAL]

Hi Tom,

I have responded to s. 47F(1) email to seek his views on the controlled conditions for the Cd program. I think that the proposed program really is the best option. If s. 47F(1) isn't keen for the controlled conditions, then the program will have to start and run until we have the numbers that we need. I have advised that this may take a number of years to get the information that he is after, based on the information we are able to obtain.

As for the condemned carcase program, this is something that can be done, but I would still suggest that we start the bulk of the condemned carcase sampling from 1 July. This will take a significant amount of consultation with industry, so that everyone is clear on what is happening, ideally with the EMIAC proper. But the consultation is something that s. 47F(1) will need to take the lead on, as he understands the rationale behind the need for this work to be done.

We can start this FY, but as we continue to struggle with the collection of EU samples, I would rather have the OPVs dedicate their time to collect EU samples rather than pushing them to collect another 2,400 condemned carcase samples for this new program.

I appreciate s. 47F(1) comments on his rationale for how and why the program should be established, but we implement the program and we must work within the capacity levels that we have. We can set the program up and encourage some of the export plants (i.e. non-EU establishments) to commence collecting from condemned carcases and then in the forward year we can set a target number of samples for the program.

Happy to continue the discussion.

Cheers,
s. 47F(1)

From: Black, Tom <Tom.Black@agriculture.gov.au>
Sent: Wednesday, 29 September 2021 10:56 PM
To: s. 47F(1) @agriculture.gov.au>
Subject: FW: Draft response to Tom additional programs [SEC=OFFICIAL]

Hey s. 47F(1)

Can we work with s. 47F(1) response and further clarification?

Clearly more thinking and consultation is required if we are to sample all condemned carcasses.

Grateful your views

T

From: s. 47F(1) @awe.gov.au>
Sent: Tuesday, 28 September 2021 2:35 PM

To: Black, Tom <Tom.Black@awe.gov.au>
Cc: Anna Somerville (anna.somerville@awe.gov.au) <anna.somerville@awe.gov.au>; Jason Lucas (jason.lucas@awe.gov.au) <jason.lucas@awe.gov.au>; s. 47F(1) @awe.gov.au) s. 47F(1) @awe.gov.au>; s. 47F(1) @awe.gov.au>; s. 47F(1) s. 47F(1) @awe.gov.au>
Subject: FW: Draft response to Tom additional programs [SEC=OFFICIAL]

Tom,

Thanks for the response.

I have tried to answer your questions in the body of you e-mail, the text in blue.

Hopefully these provide what you were looking for.

s. 47F(1)

From: Black, Tom <Tom.Black@agriculture.gov.au>
Sent: Thursday, 23 September 2021 10:21 PM
To: s. 47F(1) @agriculture.gov.au>; s. 47F(1) @awe.gov.au) s. 47F(1) @awe.gov.au>; s. 47F(1) @awe.gov.au>
Cc: Anna Somerville (anna.somerville@awe.gov.au) <anna.somerville@awe.gov.au>; Lucas, Jason <Jason.Lucas@agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
Subject: RE: Potential additional testing programs [SEC=OFFICIAL]

Hi s. 47F(1)

Thanks for your email about the proposed new testing programs. My apologies for the delay in coming back to you.

I understand that since you sent your email the NRS team has had a chance to consult further with you on the proposals, including to gather more detail on what you would like to see implemented.

While those discussion have been really helpful, I still have a number of queries for which I would be grateful for your consideration and advice.

My first question relates to the overall **sample numbers for different markets:** Are the sample numbers that have been put forward to the EU (and other markets) in the control plan sufficient to provide market access assurance, and have the numbers put forward been accepted or otherwise by trading partners?

Monitoring programs serve at least two functions.

- as a requirement for market access, essentially they are used to verify whether or not the system is in control = few non-compliances.
- to identify areas of concern and scope the magnitude of the problem so we can manage issues before they are detected by trading partners.

So acceptance by trading partners is but one criteria for determining sample numbers.
Certification risk is another, i.e. can we certify with confidence that the product is compliant? Generally here we are looking for better than 99.9% compliance. For a number of chemicals we do not meet such a high compliance rate, see the appendix to the attached SAFEMEAT Advisory group agenda paper.

Monitoring can be random, and essentially gain an understanding of the true prevalence in the population being sampled.
Monitoring can be targeted. Here we focus sampling on a sub-population with an attribute that might be indicate a higher likelihood of non-compliance.

Proposal 1: If the NRS team understands the proposal correctly, we think that you are proposing that OPVs collect samples of muscle, kidney, liver and fat from 300 carcases for both cattle and sheep, that have been condemned after failing the ante-mortem inspection. These animals will be on a chain inside the establishment where OPVs generally operate. Each sample will then be packaged as per the usual process and sent to CRAD to be run through each analytical screen to see if there are any issues with condemned animals that should be addressed through the RMPs in the future. Please confirm we have interpreted this correctly.

Yes, largely the case. There would be a few screens that we would not run, for example dioxins, quinolones

If so, there will be a considerable amount of effort required for OPVs in collecting an additional 2,400 samples in the financial year. I think we will need comment/input from the Meat Export Branch on this increase in workload so have CC'd Jason and s. 47F(1) into this response as courtesy.

I note that as the samples will come from condemned animals there is minimal cost to the company – this makes a lot of sense. That said, the initial estimate for just the analytical testing component of this program is approximately $1.6M annually. Note this does not include packaging, freight and overheads or any additional resources that may be needed to manage this body of work. All up, the proposed program may cost upwards of $2.5M annually, and given the impact on the levy accounts this will require consultation with industry to seek their agreement and participation prior to further consideration.

The current program has been parred back over the years such that it is pretty much bare bones.
s. 33(a)(iii)

Surveying condemned animals would bolster the sensitivity of the program. It is also possible that condemned animals represent a class of animals that have a higher risk of residues.
To make a statistically significant assessment we would need to do the larger number of samples, the prevalence of non-compliances is typically not high enough to detect a significant difference using a smaller sample size as suggested below.
In the initial year we would need to run the majority of screens as we wish to determine if there is a difference between random and these targeted populations. The majority of screens are required as just because there is no difference for one screen (class of compound) does not mean there is no difference for another.
The program would then be refined going forward.

s. 47F(1) and I are wondering therefore, whether it is worth considering whether we commence a program with reduced numbers of animals in the first instance, to see if we can scope the extent of any issues of concern. Perhaps we could commence the program with 50 or 100 condemned animals (i.e. 200-400 beef samples and 200-400 sheep samples) to assess the results and gauge the benefit to industry and the regulator and whether there is then a need to further expand the program.

Proposal 2: s. 33(a)(iii)

This program will require paired samples of liver and muscle from sheep only, collected from establishments in s. 47B(a) , targeting regions or farms where there is a known cadmium issue, and be put through a metals screen. Where the kidney sample returns a cadmium residue concentration above a pre-determined limit, the muscle will then be tested. The paired test results may then be used to provide assurance on the residue concentration in the muscle. We understand that this is to continue until 100 muscle samples have been tested. The anticipated cost of this proposed program is likely to be around $30 000 for the sheep industry.

While I see there is definitely benefit in both the proposed programs I do have some concerns around program costs and the impacts on the NRS Animal team workload and resourcing. You haven't indicated timeframes in your proposal, or priority of the programs but if we could prioritise the programs, in my view it makes sense to commence with the cadmium program for the EU, which would be the easiest to get up and running in the short term.

Yes, the targeted cadmium testing should be straight forward and could proceed now.

I have also attached to this email a form that the NRS team has developed that we hope will assist both you and the NRS in being able to estimate the cost of proposed programs (the more information we can receiving up front will help in this regard).

Thanks again for the proposals and I am very happy to participate in any further discussion regarding the proposed programs.

Tom

From: s. 47F(1) @agriculture.gov.au>
Sent: Thursday, 12 August 2021 5:10 PM
To: s. 47F(1) @awe.gov.au) s. 47F(1) @awe.gov.au>; s. 47F(1) @awe.gov.au>; Black, Tom <Tom.Black@agriculture.gov.au>
Cc: Anna Somerville (anna.somerville@awe.gov.au) <anna.somerville@awe.gov.au>
Subject: Potential additional testing programs [SEC=OFFICIAL]

All,

There are a couple of additional testing programs I would like the NRS to consider.

(1) We have reduced the number of samples tested in the random monitoring programs for beef and sheep meat. While the target number of samples is generally 300, enough to provide 95% confidence of detection of non-compliance present at 1%, s. 33(a)(iii)

There is a population of animals that could be sampled with minimal impact on industry. This is completely condemned animals. My proposal is we conduct a full scale, 300 sample, every screen (other than the minor screens that are currently sampling much less than 300 animals e.g. fluroquinolones, anaesthetics, nitrofurans, dioxins etc) program on this population.
Advice from s. 47F(1) is that there over 300 cattle condemnations each year and more in the case of sheep.
If we run this for one year, assess the results. This would allow us to determine if condemned animals have a higher rate of residues than other animals. This could be classed as targeted testing in the EU system.
On assessing the results we could then decide which screens to apply to this population for the long-term.
This would represent significant expenditure and presumably require support of industry (AMIC, CCA, ALFA, SPA).

(2) s. 33(a)(iii)

While we had some evidence there is no issue with muscle, there will be a level of liver contamination where this is not the case.
It would be useful to get samples of muscle analysed when we have high levels of cadmium in liver.
I propose that we collect muscle and liver samples from animals in s. 47B(a) for the next year or two. The samples would be sent to the lab and the liver analysed. When the liver cadmium exceeds a threshold, say starting 2.5 ppm, the muscle is analysed. This would give us a database to defend our position or to modify our system for managing cadmium.
An alternative would be to identify the high cadmium producing PICs and target these, collecting muscle and liver from animals from these PICS. Again, s. 47B(a) .
The aim is to establish the safety/compliance of muscle from animals with excessive (>3 ppm) liver cadmium levels.

Appreciate your thoughts and how to proceed.

s. 47F(1)

s. 47F(1)

Director Residues and Microbiology Policy | Phone +61 2 627s. 47F(1) | Mobile +61 s. 47F(1)
Department of Agriculture, Water and the Environment
Export Standards Branch | Exports and Veterinary Services Division
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GPO Box 858 Canberra ACT 2601 Australia

s. 47F(1)

From: s. 47F(1)
Sent: Wednesday, 6 October 2021 2:19 PM
To: s. 47F(1)
Cc: Somerville, Anna; Lucas, Jason; s. 47F(1) ; Black, Tom; s. 47F(1)
Subject: FW: Draft response to Tom additional programs [SEC=OFFICIAL]

Hi s. 47F(1)

During our Monday morning meeting several weeks back you suggested that you would set an arbitrary limit for the Cd residue in liver that would trigger the lab to also test the muscle to determine the correlation between Cd residues in liver vs muscle. Indicatively you suggested that 2.5mg/kg may be an appropriate limit to set.

We have been over the Cd results for the last few years and have found that there have only been 3 samples collected from s. 47B(a) that have had Cd residues over 2.5mg/kg. Without knowing the exact properties that are likely to give us the best results from a targeted survey, we can narrow things down to a PIC region, but this still leave the collection of samples with high Cd levels to chance. It's been really challenging to get information from states agencies to a PIC level. The PIC region narrows the area down to the level that we had when we established the last paired Cd program which didn't give us the information that you required.

If we continue with this program in its current form, we will struggle to accurately cost the program, and we will not be able to commit to any timeframes. Collecting 100 liver samples with a concentration over 2.5mg/kg may mean that we collect hundreds, or even thousands, of paired samples from the PIC regions in s. 47B(a) . It may take a number of years to get the information that you are after.

As a solution, we would like to investigate whether it is possible to get the information you are after under controlled conditions. I suggest we could manage this through an existing incurred sample arrangement we have in place where we have a number of animals fed up on superphosphate to ensure that they have the concentration of Cd over the limit that you are looking for. This way we can be assured that we get the paired samples to show the data that you are after without leaving things to chance. As the program will be under controlled conditions, we will also be able to accurately cost the program upfront.

There are still some things that we will need to work through with this proposed approach, but I believe this will be far easier than an OPV waiting for animals from specific properties. Especially as recent experience suggests that it is really difficult to get the information on which PICs we should be targeting.

This will also be the quickest way to get the results you are after. s. 33(a)(iii)

Happy for your thoughts on this.

Regards,
s. 47F(1)

From: s. 47F(1) @awe.gov.au>
Sent: Tuesday, 28 September 2021 2:35 PM
To: Black, Tom <Tom.Black@awe.gov.au>
Cc: Anna Somerville (anna.somerville@awe.gov.au) <anna.somerville@awe.gov.au>; Jason Lucas (jason.lucas@awe.gov.au) <jason.lucas@awe.gov.au>; s. 47F(1) @awe.gov.au) s. 47F(1) @awe.gov.au>; s. 47F(1) @awe.gov.au>; s. 47F(1) @awe.gov.au>
Subject: FW: Draft response to Tom additional programs [SEC=OFFICIAL]

Tom,

Thanks for the response.

I have tried to answer your questions in the body of you e-mail, the text in blue.

Hopefully these provide what you were looking for.

s. 47F(1)

From: Black, Tom <Tom.Black@agriculture.gov.au>
Sent: Thursday, 23 September 2021 10:21 PM
To: s. 47F(1) @agriculture.gov.au>; s. 47F(1) @awe.gov.au) s. 47F(1) @awe.gov.au>; s. 47F(1) @awe.gov.au>
Cc: Anna Somerville (anna.somerville@awe.gov.au) <anna.somerville@awe.gov.au>; Lucas, Jason <Jason.Lucas@agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
Subject: RE: Potential additional testing programs [SEC=OFFICIAL]

Hi s. 47F(1)

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My first question relates to the overall **sample numbers for different markets:** Are the sample numbers that have been put forward to the EU (and other markets) in the control plan sufficient to provide market access assurance, and have the numbers put forward been accepted or otherwise by trading partners?

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- to identify areas of concern and scope the magnitude of the problem so we can manage issues before they are detected by trading partners.

So acceptance by trading partners is but one criteria for determining sample numbers.
Certification risk is another, i.e. can we certify with confidence that the product is compliant? Generally here we are looking for better than 99.9% compliance. For a number of chemicals we do not meet such a high compliance rate, see the appendix to the attached SAFEMEAT Advisory group agenda paper.

Monitoring can be random, and essentially gain an understanding of the true prevalence in the population being sampled.
Monitoring can be targeted. Here we focus sampling on a sub-population with an attribute that might be indicate a higher likelihood of non-compliance.

Proposal 1: If the NRS team understands the proposal correctly, we think that you are proposing that OPVs collect samples of muscle, kidney, liver and fat from 300 carcases for both cattle and sheep, that have been condemned after failing the ante-mortem inspection. These animals will be on a chain inside the establishment where OPVs generally operate. Each sample will then be packaged as per the usual process and sent to CRAD to be run through each analytical screen to see if there are any issues with condemned animals that should be addressed through the RMPs in the future. Please confirm we have interpreted this correctly.

Yes, largely the case. There would be a few screens that we would not run, for example dioxins, quinolones

If so, there will be a considerable amount of effort required for OPVs in collecting an additional 2,400 samples in the financial year. I think we will need comment/input from the Meat Export Branch on this increase in workload so have CC'd Jason and s. 47F(1) into this response as courtesy.

I note that as the samples will come from condemned animals there is minimal cost to the company – this makes a lot of sense. That said, the initial estimate for just the analytical testing component of this program is approximately $1.6M annually. Note this does not include packaging, freight and overheads or any additional resources that may be needed to manage this body of work. All up, the proposed program may cost upwards of $2.5M annually, and given the impact on the levy accounts this will require consultation with industry to seek their agreement and participation prior to further consideration.

The current program has been parred back over the years such that it is pretty much bare bones.
s. 33(a)(iii)

Surveying condemned animals would bolster the sensitivity of the program. It is also possible that condemned animals represent a class of animals that have a higher risk of residues.
To make a statistically significant assessment we would need to do the larger number of samples, the prevalence of non-compliances is typically not high enough to detect a significant difference using a smaller sample size as suggested below.
In the initial year we would need to run the majority of screens as we wish to determine if there is a difference between random and these targeted populations. The majority of screens are required as just because there is no difference for one screen (class of compound) does not mean there is no difference for another.
The program would then be refined going forward.

s. 47F(1) and I are wondering therefore, whether it is worth considering whether we commence a program with reduced numbers of animals in the first instance, to see if we can scope the extent of any issues of concern. Perhaps we could commence the program with 50 or 100 condemned animals (i.e. 200-400 beef samples and 200-400 sheep samples) to assess the results and gauge the benefit to industry and the regulator and whether there is then a need to further expand the program.

Proposal 2: s. 33(a)(iii)

This program will require paired samples of liver and muscle from sheep only, collected from establishments in s. 47B(a) , targeting regions or farms where there is a known cadmium issue, and be put through a metals screen. Where the kidney sample returns a cadmium residue concentration above a pre-determined limit, the muscle will then be tested. The paired test results may then be used to provide assurance on the residue concentration in the muscle. We understand that this is to continue until 100 muscle samples have been tested. The anticipated cost of this proposed program is likely to be around $30 000 for the sheep industry.

While I see there is definitely benefit in both the proposed programs I do have some concerns around program costs and the impacts on the NRS Animal team workload and resourcing. You haven't indicated timeframes in your proposal, or priority of the programs but if we could prioritise the programs, in my view it makes sense to commence with the cadmium program for the EU, which would be the easiest to get up and running in the short term.

Yes, the targeted cadmium testing should be straight forward and could proceed now.

I have also attached to this email a form that the NRS team has developed that we hope will assist both you and the NRS in being able to estimate the cost of proposed programs (the more information we can receiving up front will help in this regard).

Thanks again for the proposals and I am very happy to participate in any further discussion regarding the proposed programs.

Tom

From: s. 47F(1) @agriculture.gov.au>
Sent: Thursday, 12 August 2021 5:10 PM
To: s. 47F(1) @awe.gov.au) s. 47F(1) @awe.gov.au>; s. 47F(1) @awe.gov.au>; Black, Tom <Tom.Black@agriculture.gov.au>
Cc: Anna Somerville (anna.somerville@awe.gov.au) <anna.somerville@awe.gov.au>
Subject: Potential additional testing programs [SEC=OFFICIAL]

All,

There are a couple of additional testing programs I would like the NRS to consider.

(1) We have reduced the number of samples tested in the random monitoring programs for beef and sheep meat. While the target number of samples is generally 300, enough to provide 95% confidence of detection of non-compliance present at 1%, s. 33(a)(iii)

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If we run this for one year, assess the results. This would allow us to determine if condemned animals have a higher rate of residues than other animals. This could be classed as targeted testing in the EU system.
On assessing the results we could then decide which screens to apply to this population for the long-term.
This would represent significant expenditure and presumably require support of industry (AMIC, CCA, ALFA, SPA).

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It would be useful to get samples of muscle analysed when we have high levels of cadmium in liver.
I propose that we collect muscle and liver samples from animals in s. 47B(a) for the next year or two. The samples would be sent to the lab and the liver analysed. When the liver cadmium exceeds a threshold, say starting 2.5 ppm, the muscle is analysed. This would give us a database to defend our position or to modify our system for managing cadmium.
An alternative would be to identify the high cadmium producing PICs and target these, collecting muscle and liver from animals from these PICS. Again, s. 47B(a) .
The aim is to establish the safety/compliance of muscle from animals with excessive (>3 ppm) liver cadmium levels.

Appreciate your thoughts and how to proceed.

s. 47F(1)

s. 47F(1)

Director Residues and Microbiology Policy | Phone +61 2 627s. 47F(1) | Mobile +61 s. 47F(1)
Department of Agriculture, Water and the Environment

Export Standards Branch | Exports and Veterinary Services Division

18 Marcus Clarke Street, Canberra ACT 2601 Australia

GPO Box 858 Canberra ACT 2601 Australia

s. 47F(1)

From: s. 47F(1)
Sent: Friday, 8 October 2021 3:14 PM
To: s. 47F(1)
Cc: Somerville, Anna; Lucas, Jason; s. 47F(1) Black, Tom; s. 47F(1)
Subject: RE: Draft response to Tom additional programs [SEC=OFFICIAL]

Follow Up Flag: Follow up
Flag Status: Flagged

s. 47F(1)

Looking for levels >3 ppm in liver, but also ensuring we have a range from >3 ppm to at least 20 ppm.

s. 47F(1)

From: s. 47F(1) @agriculture.gov.au>
Sent: Wednesday, 6 October 2021 2:19 PM
To: s. 47F(1) @agriculture.gov.au>
Cc: Somerville, Anna <Anna.Somerville@agriculture.gov.au>; Lucas, Jason <Jason.Lucas@agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>; Black, Tom <Tom.Black@agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
Subject: FW: Draft response to Tom additional programs [SEC=OFFICIAL]

Hi s. 47F(1)

During our Monday morning meeting several weeks back you suggested that you would set an arbitrary limit for the Cd residue in liver that would trigger the lab to also test the muscle to determine the correlation between Cd residues in liver vs muscle. Indicatively you suggested that 2.5mg/kg may be an appropriate limit to set.

We have been over the Cd results for the last few years and have found that there have only been 3 samples collected from s. 47B(a) that have had Cd residues over 2.5mg/kg. Without knowing the exact properties that are likely to give us the best results from a targeted survey, we can narrow things down to a PIC region, but this still leave the collection of samples with high Cd levels to chance. It's been really challenging to get information from states agencies to a PIC level. The PIC region narrows the area down to the level that we had when we established the last paired Cd program which didn't give us the information that you required.

If we continue with this program in its current form, we will struggle to accurately cost the program, and we will not be able to commit to any timeframes. Collecting 100 liver samples with a concentration over 2.5mg/kg may mean that we collect hundreds, or even thousands, of paired samples from the PIC regions in s. 47B(a) . It may take a number of years to get the information that you are after.

As a solution, we would like to investigate whether it is possible to get the information you are after under controlled conditions. I suggest we could manage this through an existing incurred sample arrangement we have in place where we have a number of animals fed up on superphosphate to ensure that they have the concentration of Cd over the limit that you are looking for. This way we can be assured that we get the paired samples to show the data that you are after without leaving things to chance. As the program will be under controlled conditions, we will also be able to accurately cost the program upfront.

There are still some things that we will need to work through with this proposed approach, but I believe this will be far easier than an OPV waiting for animals from specific properties. Especially as recent experience suggests that it is really difficult to get the information on which PICs we should be targeting.

This will also be the quickest way to get the results you are after. s. 33(a)(iii)

Happy for your thoughts on this.

Regards,
s. 47F(1)

From: s. 47F(1) @awe.gov.au>
Sent: Tuesday, 28 September 2021 2:35 PM
To: Black, Tom <Tom.Black@awe.gov.au>
Cc: Anna Somerville (anna.somerville@awe.gov.au) <anna.somerville@awe.gov.au>; Jason Lucas (jason.lucas@awe.gov.au) <jason.lucas@awe.gov.au>; s. 47F(1) @awe.gov.au) <s. 47F(1) @awe.gov.au>; s. 47F(1) @awe.gov.au>; s. 47F(1) @awe.gov.au>
Subject: FW: Draft response to Tom additional programs [SEC=OFFICIAL]

Tom,

Thanks for the response.

I have tried to answer your questions in the body of you e-mail, the text in blue.

Hopefully these provide what you were looking for.

s. 47F(1)

From: Black, Tom <Tom.Black@agriculture.gov.au>
Sent: Thursday, 23 September 2021 10:21 PM
To: s. 47F(1) @agriculture.gov.au>; s. 47F(1) @awe.gov.au) s. 47F(1) @awe.gov.au>; s. 47F(1) @awe.gov.au>
Cc: Anna Somerville (anna.somerville@awe.gov.au) <anna.somerville@awe.gov.au>; Lucas, Jason <Jason.Lucas@agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
Subject: RE: Potential additional testing programs [SEC=OFFICIAL]

Hi s. 47F(1)

Thanks for your email about the proposed new testing programs. My apologies for the delay in coming back to you.

I understand that since you sent your email the NRS team has had a chance to consult further with you on the proposals, including to gather more detail on what you would like to see implemented.

While those discussion have been really helpful, I still have a number of queries for which I would be grateful for your consideration and advice.

My first question relates to the overall **sample numbers for different markets:** Are the sample numbers that have been put forward to the EU (and other markets) in the control plan sufficient to provide market access assurance, and have the numbers put forward been accepted or otherwise by trading partners?

Monitoring programs serve at least two functions.

- as a requirement for market access, essentially they are used to verify whether or not the system is in control = few non-compliances.
- to identify areas of concern and scope the magnitude of the problem so we can manage issues before they are detected by trading partners.

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paired test results may then be used to provide assurance on the residue concentration in the muscle. We understand that this is to continue until 100 muscle samples have been tested. The anticipated cost of this proposed program is likely to be around $30 000 for the sheep industry.

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Thanks again for the proposals and I am very happy to participate in any further discussion regarding the proposed programs.

Tom

From: s. 47F(1) @agriculture.gov.au>
Sent: Thursday, 12 August 2021 5:10 PM
To: s. 47F(1) @awe.gov.au) s. 47F(1) @awe.gov.au>; s. 47F(1) @awe.gov.au>; Black, Tom <Tom.Black@agriculture.gov.au>
Cc: Anna Somerville (anna.somerville@awe.gov.au) <anna.somerville@awe.gov.au>
Subject: Potential additional testing programs [SEC=OFFICIAL]

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The aim is to establish the safety/compliance of muscle from animals with excessive (>3 ppm) liver cadmium levels.

Appreciate your thoughts and how to proceed.

s. 47F(1)

s. 47F(1)

Director Residues and Microbiology Policy | Phone +61 2 627s. 47F(1) | Mobile +61 s. 47F(1)
Department of Agriculture, Water and the Environment
Export Standards Branch | Exports and Veterinary Services Division
18 Marcus Clarke Street, Canberra ACT 2601 Australia
GPO Box 858 Canberra ACT 2601 Australia

s. 47F(1)

From: s. 47F(1)
Sent: Wednesday, 22 September 2021 7:40 PM
To: s. 47F(1)
Subject: FW: Potential cooperation with Singapore on SEM residues, seeking NRS support [SEC=OFFICIAL]
Attachments: Singapore SEM method cooperation 13092021.docx

s. 47F(1)

Hopefully better late than never.
I'm not sure if this is still of interest and sorry for the long delays, but Tom has signed this off now.
I had to make some minor alterations to the brief for currency, because it was a year since you put this together.
We don't have a contract with an incurred residue provider at the moment; we plan to conduct this procurement towards the end of this year.
Please advise if you wish us to proceed with this SEM work.
If you wish to proceed, I'd be a bit conservative in providing timeframes to Singapore for our contribution, just in case the procurement is delayed.
Happy to discuss (and I have a long list of questions for you on reporting, when you are ready to discuss).

Regarding the other proposed projects, where did we get to with the Cd one? I thought s. 47F(1) had a few short questions for you and then we might be able to proceed? Maybe we can discuss this at our meeting on Monday.

Kind regards,

s. 47F(1)

Director | Residue Chemistry & Laboratory Performance Evaluation, Plant & Business

National Residue Survey | +61 2 627s. 47F(1) | +61 s. 47F(1)

s. 47F(1) @awe.gov.au

Department of Agriculture, Water and the Environment
Residues & Food Branch | Exports & Veterinary Services Division
18 Marcus Clarke Street, Canberra ACT 2601 Australia
GPO Box 858, Canberra ACT 2601 Australia

From: s. 47F(1) @agriculture.gov.au>
Sent: Wednesday, 22 September 2021 8:42 AM
To: s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>

Cc: Black, Tom <Tom.Black@agriculture.gov.au>
Subject: RE: Potential cooperation with Singapore on SEM residues, seeking NRS support [SEC=OFFICIAL]

Hi s. 47F(1) and s. 47F(1),

Please find signed copy attached.

Kind regards,
s. 47F(1)

From: Black, Tom <Tom.Black@agriculture.gov.au>
Sent: Tuesday, 21 September 2021 9:40 PM
To: s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
Cc: s. 47F(1) @agriculture.gov.au>
Subject: FW: Potential cooperation with Singapore on SEM residues, seeking NRS support [SEC=OFFICIAL]

Hi s. 47F(1) and s. 47F(1)

I am happy to support this one.

s. 47F(1) – can you please add my electronic signature and date please. Both recommendations are agreed.

My thanks
Tom

Tom Black

Assistant Secretary
Exports and Veterinary Services Division
Department of Agriculture, Water and the Environment

☎ 02 6271 6682 | ☎ s. 47F(1) | ✉ tom.black@awe.gov.au

The department acknowledges the Traditional Owners of country throughout Australia and their continuing connection to land, sea and community. We pay our respects to Traditional Owners, their cultures and elders past and present.

s. 47F(1)

From: s. 47F(1)
Sent: Friday, 15 October 2021 11:30 AM
To: s. 47F(1)
Cc: Somerville, Anna; Lucas, Jason; s. 47F(1) ; Black, Tom; s. 47F(1)
Subject: RE: Draft response to Tom additional programs [SEC=OFFICIAL]

Hi s. 47F(1)

Thanks for the chat last Monday regarding the approach for the paired Cadmium program. Based on our discussion, I have outlined below the approach that we intend to take to collect the samples and obtain the information that you are after. Once you have confirmed that you agree to this approach, we will seek the approvals that we need to kick the program off.

Proposed process:

1. We have previously only collected a few samples from properties with high Cd levels (note that the high Cd levels were detected in kidneys – not liver or muscle). We will commence by establishing the targeted program for paired liver and muscle samples from these PICs, as you have requested. We will also work with the s. 47B(a) to see if we can gather more information on properties in the vicinity of mining areas and target these for samples. Please note that implementing the program in this way will take a considerable amount of time and we are unable to commit to a timeframe to get the sample numbers that you have specified.
2. To supplement this, we will also establish an incurred sample program through an existing arrangement in the RC-LPE. This will involve up to 20 old sheep being fed rations of superphosphate under experimental conditions, to get the Cd concentration that you have specified. This will hopefully get some results quicker than through a targeted program.

We will need some advice from you regarding the feed/rations so that we make the most of the incurred sample program.

Regards,

s. 47F(1)
Director | National Residue Survey – Animal Program | 02 627s. 47F(1)

Department of Agriculture, Water and the Environment
Residues and Food Branch | Exports and Veterinary Services Division
L.9. 18 Marcus Clarke Street, Canberra ACT 2601 Australia
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awe.gov.au

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Cc: Somerville, Anna <Anna.Somerville@agriculture.gov.au>; Lucas, Jason <Jason.Lucas@agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>; Black, Tom <Tom.Black@agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
Subject: RE: Draft response to Tom additional programs [SEC=OFFICIAL]

s. 47F(1),

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I understand that since you sent your email the NRS team has had a chance to consult further with you on the proposals, including to gather more detail on what you would like to see implemented.

While those discussion have been really helpful, I still have a number of queries for which I would be grateful for your consideration and advice.

My first question relates to the overall **sample numbers for different markets:** Are the sample numbers that have been put forward to the EU (and other markets) in the control plan sufficient to provide market access assurance, and have the numbers put forward been accepted or otherwise by trading partners?

Monitoring programs serve at least two functions.

- as a requirement for market access, essentially they are used to verify whether or not the system is in control = few non-compliances.
- to identify areas of concern and scope the magnitude of the problem so we can manage issues before they are detected by trading partners.

So acceptance by trading partners is but one criteria for determining sample numbers.
Certification risk is another, i.e. can we certify with confidence that the product is compliant? Generally here we are looking for better than 99.9% compliance. For a number of chemicals we do not meet such a high compliance rate, see the appendix to the attached SAFEMEAT Advisory group agenda paper.

Monitoring can be random, and essentially gain an understanding of the true prevalence in the population being sampled.
Monitoring can be targeted. Here we focus sampling on a sub-population with an attribute that might be indicate a higher likelihood of non-compliance.

Proposal 1: If the NRS team understands the proposal correctly, we think that you are proposing that OPVs collect samples of muscle, kidney, liver and fat from 300 carcases for both cattle and sheep, that have been condemned after failing the ante-mortem inspection. These animals will be on a chain inside the establishment where OPVs generally operate. Each sample will then be packaged as per the usual process and sent to CRAD to be run through

each analytical screen to see if there are any issues with condemned animals that should be addressed through the RMPs in the future. Please confirm we have interpreted this correctly.

Yes, largely the case. There would be a few screens that we would not run, for example dioxins, quinolones

If so, there will be a considerable amount of effort required for OPVs in collecting an additional 2,400 samples in the financial year. I think we will need comment/input from the Meat Export Branch on this increase in workload so have CC'd Jason and s. 47F(1) into this response as courtesy.

I note that as the samples will come from condemned animals there is minimal cost to the company – this makes a lot of sense. That said, the initial estimate for just the analytical testing component of this program is approximately $1.6M annually. Note this does not include packaging, freight and overheads or any additional resources that may be needed to manage this body of work. All up, the proposed program may cost upwards of $2.5M annually, and given the impact on the levy accounts this will require consultation with industry to seek their agreement and participation prior to further consideration.

s. 33(a)(iii)

Surveying condemned animals would bolster the sensitivity of the program. It is also possible that condemned animals represent a class of animals that have a higher risk of residues.
To make a statistically significant assessment we would need to do the larger number of samples, the prevalence of non-compliances is typically not high enough to detect a significant difference using a smaller sample size as suggested below.
In the initial year we would need to run the majority of screens as we wish to determine if there is a difference between random and these targeted populations. The majority of screens are required as just because there is no difference for one screen (class of compound) does not mean there is no difference for another.
The program would then be refined going forward.

s. 47F(1) and I are wondering therefore, whether it is worth considering whether we commence a program with reduced numbers of animals in the first instance, to see if we can scope the extent of any issues of concern. Perhaps we could commence the program with 50 or 100 condemned animals (i.e. 200-400 beef samples and 200-400 sheep samples) to assess the results and gauge the benefit to industry and the regulator and whether there is then a need to further expand the program.

Proposal 2: s. 33(a)(iii)

This program will require paired samples of liver and muscle from sheep only, collected from establishments in s. 47B(a) , targeting regions or farms where there is a known cadmium issue, and be put through a metals screen. Where the kidney sample returns a cadmium residue concentration above a pre-determined limit, the muscle will then be tested. The paired test results may then be used to provide assurance on the residue concentration in the muscle. We understand that this is to continue until 100 muscle samples have been tested. The anticipated cost of this proposed program is likely to be around $30 000 for the sheep industry.

While I see there is definitely benefit in both the proposed programs I do have some concerns around program costs and the impacts on the NRS Animal team workload and resourcing. You haven't indicated timeframes in your proposal, or priority of the programs but if we could prioritise the programs, in my view it makes sense to commence with the cadmium program for the EU, which would be the easiest to get up and running in the short term.

Yes, the targeted cadmium testing should be straight forward and could proceed now.

I have also attached to this email a form that the NRS team has developed that we hope will assist both you and the NRS in being able to estimate the cost of proposed programs (the more information we can receiving up front will help in this regard).

Thanks again for the proposals and I am very happy to participate in any further discussion regarding the proposed programs.

Tom

From: s. 47F(1) @agriculture.gov.au>
Sent: Thursday, 12 August 2021 5:10 PM
To: s. 47F(1) @awe.gov.au) s. 47F(1) @awe.gov.au>; s. 47F(1) @awe.gov.au>; Black, Tom <Tom.Black@agriculture.gov.au>
Cc: Anna Somerville (anna.somerville@awe.gov.au) <anna.somerville@awe.gov.au>
Subject: Potential additional testing programs [SEC=OFFICIAL]

All,

There are a couple of additional testing programs I would like the NRS to consider.

(1) We have reduced the number of samples tested in the random monitoring programs for beef and sheep meat. While the target number of samples is generally 300, enough to provide 95% confidence of detection of non-compliance present at 1%, s. 33(a)(iii)

There is a population of animals that could be sampled with minimal impact on industry. This is completely condemned animals. My proposal is we conduct a full scale, 300 sample, every screen (other than the minor screens that are currently sampling much less than 300 animals e.g. fluroquinolones, anaesthetics, nitrofurans, dioxins etc) program on this population.
Advice from s. 47F(1) is that there over 300 cattle condemnations each year and more in the case of sheep.
If we run this for one year, assess the results. This would allow us to determine if condemned animals have a higher rate of residues than other animals. This could be classed as targeted testing in the EU system.
On assessing the results we could then decide which screens to apply to this population for the long-term.
This would represent significant expenditure and presumably require support of industry (AMIC, CCA, ALFA, SPA).

(2) s. 33(a)(iii)

While we had some evidence there is no issue with muscle, there will be a level of liver contamination where this is not the case.
It would be useful to get samples of muscle analysed when we have high levels of cadmium in liver.
I propose that we collect muscle and liver samples from animals in s. 47B(a) for the next year or two. The samples would be sent to the lab and the liver analysed. When the liver cadmium exceeds a threshold, say starting 2.5 ppm, the muscle is analysed. This would give us a database to defend our position or to modify our system for managing cadmium.
An alternative would be to identify the high cadmium producing PICs and target these, collecting muscle and liver from animals from these PICS. Again, s. 47B(a) .
The aim is to establish the safety/compliance of muscle from animals with excessive (>3 ppm) liver cadmium levels.

Appreciate your thoughts and how to proceed.

s. 47F(1)

s. 47F(1)

Director Residues and Microbiology Policy | Phone +61 2 627s. 47F(1) | Mobile +61 s. 47F(1)
Department of Agriculture, Water and the Environment
Export Standards Branch | Exports and Veterinary Services Division
18 Marcus Clarke Street, Canberra ACT 2601 Australia
GPO Box 858 Canberra ACT 2601 Australia

Australian Government
Department of Agriculture, Fisheries and Forestry

For Official Use Only

DEPARTMENT OF AGRICULTURE, FISHERIES AND FORESTRY

Ref: C09023

To: Tom Black (for approval)

PGPA Act Section 23(3) approval – NRS Incurred Residues Project - C09023

Timing: For commencement early 2022/23 FY

Recommendation/s:

Approve the commitment of relevant money in accordance with Public Governance, Performance and Accountability Act 2013 (PGPA Act) Section 23(3) after having regard to PGPA Act ss15 and 21 and s18 of the PGPA Rule for the amount of $605,000 (inclusive of GST) that relates to the provision of veterinary services for the NRS Incurred Residues Project.

Approved / Not approved

Agree that there will be money available in cost centre 108004 at the time of entering into the procurement.

s. 47F(1)

Agreed / Not agreed

Delegate: Tom Black

Date: 7/07/2022

Comments:

Key Points:

The National Residue Survey (NRS) needs the services of a veterinary facility to dose animals with known quantities of specified agricultural and veterinary chemicals (agvet chemicals) that are of interest to the NRS and supply tissues containing incurred residues to support its Incurred Residues Program (IRP). The IRP adds rigour to the laboratory performance evaluation administered by the NRS. The integrity and reputation of the NRS at an international level is dependent on the delivery of quality laboratory performance evaluation and the IRP is an integral part of this.

It is proposed that the Department enter into a Contract with Invetus Pty. Ltd. from 11/07/2022 to 30/06/2025 with the option of two one-year extensions. If the extension option(s) are utilised the estimated value over the life of the arrangement will be $605,000.

The Indigenous Procurement Policy does not apply to this procurement as the estimated value (including extension options) does not fall within the Mandatory Set-Aside threshold of 80,000 - $200,000, and the services will not be delivered in a remote area.

Invetus Pty. Ltd. was identified as the recommended supplier via an Open Tender Approach to Market, as per Division 2 of the Commonwealth Procurement Rules.

No probity issues were raised during the procurement process. A Risk assessment is included in the Tender Evaluation Report and assessed the risks associated with the submission to be 'Acceptable'. The Tender Assessment Panel agreed that the submission provided by Invetus Pty. Ltd. demonstrated value for money.

These services will result in continuity of the IRP and contribute to NRS' strong laboratory performance evaluation practices. No direct adverse implications for farmers or industry if the IRP continues are anticipated.

Clearing Officer: Tom Black
Assistant Secretary Exports and Veterinary Services
Residues and Food Branch
Ph: 6271 6682

Contact Officer: s. 47F(1)
National Residue Survey
Mob: s. 47F(1)

s. 47F(1)
Director - National Residue Survey
Exports and Veterinary Services Division
Department of Agriculture
18 Marcus Clarke Street, Canberra ACT 2601 Australia
GPO Box 858, Canberra ACT 2601 Australia

08/07/2022

Graeme Hollis
Invetus Pty Ltd
Locked Bag 6865
West Armidale
NSW 2350

Dear Graeme,

Thank you for your response to our Approach to Market 2022-C09023. After careful evaluation by the Tender Evaluation Panel, I am pleased to inform you that the offer submitted by Invetus Pty. Ltd. has been successful.

Please find attached a copy of the Contract. Can you please review the Contract and when satisfied it contains all the information provided in your response, please sign and send back to me by return email.

Once received, I will arrange for our delegate to similarly sign and a copy will be returned to you for your records.

Yours sincerely,

s. 47F(1)

s. 47F(1)

From: Graeme Hollis <ghollis@invetus.com>
Sent: Friday, 8 July 2022 4:44 PM
To: s. 47F(1)
Cc: s. 47F(1) s. 47F(1) ; s. 47F(1)
Subject: RE: Outcome of the Incurred Residue Project -Approach to Market 2022-C09023 [SEC=OFFICIAL]
Attachments: Incurred Residue Project 2022-C09023 Contract.pdf

Hi s. 47F(1)

Thankyou for the opportunity. Please find attached the Contract signed by Invetus.

Kind Regards
Graeme Hollis

From: s. 47F(1) @awe.gov.au>
Sent: Friday, 8 July 2022 12:04 PM
To: Graeme Hollis <ghollis@invetus.com>
Cc: s. 47F(1) @agriculture.gov.au>; s. 47F(1) @agriculture.gov.au>
Subject: Outcome of the Incurred Residue Project -Approach to Market 2022-C09023 [SEC=OFFICIAL]

Dear Graeme,

Thank you for your response to our Approach to Market 2022-C09023. Please find attached notification of the outcome.

Kind Regards,
s. 47F(1)

s. 47F(1)

Senior Project Officer - Residue Chemistry and Laboratory Performance Evaluation Section
National Residue Survey | Exports and Veterinary Services Division | Department of Agriculture, Fisheries and Forestry
Phone 02 627s. 47F(1) | Email s. 47F(1) @awe.gov.au

18 Marcus Clarke Street, Canberra ACT 2601 Australia
GPO Box 858, Canberra ACT 2601 Australia

Australian Government

Commonwealth Contract – Services

Reference ID: 2022-C09023

Customer

Customer Name:	Department of Agriculture, Water and the Environment
Customer ABN:	34 190 894 983
Address:	GPO Box 858, Canberra ACT 2601 Australia

Supplier

Full Name of the Legal Entity:	Invetus Pty. Ltd.
Supplier ABN:	45 612 851 206
Address:	Locked Bag 6865 West Armidale NSW 2350

s. 47F(1)

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues for the Contract Term unless:

a) it is terminated earlier; or

b) the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Details
Contract Start Date:	Friday, 11 July 2022
Contract Term:	This Contract will remain in force for a period of 3 years.
Contract Extension Option:	This Contract includes the following extension option(s): Two one-year extensions.

C.A.2 The Requirement

The National Residue Survey (NRS) Incurred Residue Program (IRP) is a project which adds rigour to the laboratory performance evaluation administered by the NRS. The integrity and reputation of the NRS at an international level is dependent on the delivery of quality laboratory performance evaluation and the IRP is an integral part of this. The IRP compromises of several sub-projects, each of which features specific chemicals of interest and a specific number and animal species.

The IRP requires the services of a veterinary facility to dose animals with known quantities of specified agricultural and veterinary chemicals (agvet chemicals) that are of interest to the NRS. The service provider will be responsible for all phases of the IRP from the literature review to determine dosing strategies through to delivery of harvested tissues from dosed animals to the NRS. These tissues will be used by NRS as blind samples to verify the performance of NRS contract laboratories, for laboratory method development and/or support cooperative work with importing countries.

The service provider should supply tissues with incurred residues of specified agvet chemicals to the NRS utilising various formulations. All work undertaken should comply with Good Scientific Practice (GSP). The service provider should be able to:

* Review literature and use findings to determine technical aspects of the project (e.g. animal sacrifice timepoint selection, dosage concentrations, etc.). As this is a critical requirement, the tenderer should have significant experience in this field, particularly analysis of technical residue data and its application to real world study design and implementation.
* Apply for approval of and meet all requirements of an Animal Ethics Committee (AEC). Suppliers must comply with relevant animal welfare state laws and requirements in the course of this work.
* Source agvet formulations, as appropriate, for administration trials. In the case of some difficult to procure chemicals, NRS may provide the required chemical to the Supplier.
* Source, purchase, transport, weigh and maintain suitable animals. There is likely to be no more than 10 animals per sub-project. The type of animal or animals to be used has not yet been determined for all sub-projects at this time, but could include chickens, sheep, pigs and cows.
* Administer formulations to animals.
* Slaughter and harvest tissues from treated animals.
* Assure the integrity and identity of associated harvested tissues throughout the slaughter, storage and delivery process.
* Store collected tissue samples at -70°C until dispatch to NRS. Tissues should be sent in dry ice to NRS, utilising overnight transport.

- Prepare and supply to NRS prior to the animal phase of each sub-project, a quote for the sub-project, a report of the literature review, rationale for administration regime, and proposed sub-project study protocol, and after the animal phase of each sub-project, a record of the administration trial(s) conducted in the sub-project in a study report.

  Pricing of the items listed in Part 5 must be indicated. The cost of some items involved in a sub-project (i.e. costs of animals and costs of agvet chemicals and feed) are variable, fluctuate based on market prices and the number of animals involved which is not yet specified). These costs will be paid for by the NRS based on receipts provided by the service provider for the sub-project. Payment for each sub-project will be paid upon receipt of relevant invoices from the Supplier, after completion of each sub-project.
- Dispose of or process remaining animal tissues and carcasses appropriately, ensuring the product does not enter the food chain unless the product is within regulatory conditions to do so.
- Satisfy the above requirements whilst applying environmentally sustainable practices.

C.A.2(a) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards (or in its absence an international standard) including any requirements or standards specified in this Statement of Work. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with all applicable Australian or international standards, including, but not limited to, those specified in this Statement of Work.

Web Content Accessibility

As applicable, the Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at: https://www.w3.org/WAI/intro/wcag.

Australian Standards

The Supplier must comply with the following Australian Standard(s):

AS Number	Title
N/A	All work undertaken relevant to this service provision should comply with Good Scientific Practice

C.A.2(b) Security Requirements

None Specified

C.A.2(c) Work Health and Safety

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any Work Health and Safety issues that arise.

s. 47F(1)

C.A.2(d) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [*Termination for Cause*].

Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
A quote, study protocol and study report for each sub-project	National Residue Survey – Laboratory Performance Evaluation	via email to the Customer's Contract Manager	As required
Delivery of animal tissues	National Residue Survey – Laboratory Performance Evaluation	18 Marcus Clarke Street, Canberra, ACT 2601	As per agreed sub-project study protocol/plan

Reports

During the term of this Contract the Supplier must provide the Customer with reports as set out in the table below:

Report Type	Detailed Description	Due Date
Project Planning/Implementation	literature review, study design and report	As required

Delivery and Acceptance – Additional Instructions

N/A

C.A.2(e) Meetings

The Supplier is required to attend meetings as follows:

Meeting Type	Position Required	Frequency	Teleconference/ Onsite	Location
Project Planning/Implementation	Project Manager	As required	Teleconference	N/A

C.A.2(f) Facilities and Assistance Offered by the Customer

The Customer will not make any facilities or assistance available to the Supplier.

C.A.2(g) Customer Material

s. 47F(1)

The Customer will not provide any material.

C.A.2(h) Conflicts of Interest

The Supplier has declared that it has no actual, perceived or potential conflicts of interest relevant to the performance of its obligations under this Contract.

C.A.2(i) Public Interest Disclosure

Public officials (including service providers under a Commonwealth contract) who suspect wrongdoing within the Commonwealth public sector can raise their concerns under the *Public Interest Disclosure Act* 2013 (PID Act). Prior to making a disclosure, refer to information available at: https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure/information-for-disclosers.

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

Name/Position:	PID Team
Email Address:	PID@awe.gov.au
Telephone:	1800 99 88 80

C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	Director – Grants and Procurement
Email Address:	feedback@awe.gov.au

s. 47F(1)

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **$605,000.00** as set out below.

The quote sought prior to each sub-project should comprise of the line items in the table(s) below, specific to the sub-project design.

The cost of some items involved in a sub-project (i.e. costs of animals and costs of agvet chemicals and feed) are variable, fluctuate based on market prices and the number of animals involved which is not yet specified). These costs will be paid for by the NRS based on receipts provided by the service provider for the sub-project. Payment for each sub-project will be paid upon receipt of relevant invoices from the Supplier, after completion of each sub-project.

Fixed Price - expenses to be reimbursed (per sub-project)

Item	Unit price	GST	Total (inc GST)
Professional rate: literature review, study design and report **per sub-project (10 hours)**	s. 47G(1)(a)		
Technical Rate- study conduct **per sub-project (45 hours)**			
Animal Ethics Committee Application Preparation **per sub-project**			
Chemical storage **per sub-project**			
Animal transport **up to 100km**			
Housing & agistment (cattle paddock) **per head up to 28 days**			
Housing & agistment (cattle pen - group) **per pen up to 28 days**			
Housing & agistment (cattle paddock - group) **per pen up to 28 days**			
Housing & agistment (sheep paddock) **per head up to 28 days**			
Housing & agistment (sheep pen) **per head up to 28 days**			
Housing & agistment (pig pen) **per head up to 28 days**			
Housing & agistment (chicken pens/cages) **per head up to 28 days**			
Animal tissue storage post-harvest (-70°C) **per sub-project**			
Carcass disposal – cattle **per animal**			
Carcass disposal – sheep **per animal**			
Carcass disposal – pig **per animal**			
Carcass disposal – chicken **per animal**			
Disposables **per sub-project**			
Office overheads (finance, IT, stationary, communications) **per sub-project**			
Total fixed costs			

s. 47F(1)

Adjustment to Fixed Pricing for Contract Variation/Extension

Item	
Professional rate: literature review, study design and report	Invetus reviews rates for professional time annually and thus incremental increases may be expected at the point of extension of the contract
Technical Rate – study conduct	Invetus reviews rates for professional time annually and thus incremental increases may be expected at the point of extension of the contract
Animal Ethics Committee Application Preparation	This fee is payable by Invetus to the animal ethics committee. The AEC reviews fees on occasions and thus increases may occur at the point of variation/extension of the contract
Chemical storage	Fixed cost, expect no change
Animal transport	This fee is payable by Invetus to freight providers. Freight providers review fees on occasions and thus increases may occur at the point of variation/extension of the contract.
Housing & agistment (cattle paddock)	This fee is payable by Invetus to the animal facility provider s. 47G(1)(a) reviews fees annually and thus increases may occur at the point of variation/extension of the contract.
Housing & agistment (cattle pen - group)	This fee is payable by Invetus to the animal facility provider s. 47G(1)(a) reviews fees annually and thus increases may occur at the point of variation/extension of the contract.
Housing & agistment (cattle pen - group)	This fee is payable by Invetus to the animal facility provider s. 47G(1)(a) reviews fees annually and thus increases may occur at the point of variation/extension of the contract.
Housing & agistment (sheep paddock)	This fee is payable by Invetus to the animal facility provider s. 47G(1)(a) reviews fees annually and thus increases may occur at the point of variation/extension of the contract.
Housing & agistment (sheep pen)	This fee is payable by Invetus to the animal facility provider s. 47G(1)(a) reviews fees annually and thus increases may occur at the point of variation/extension of the contract.
Housing & agistment (pig pen)	This fee is payable by Invetus to the animal facility provider s. 47G(1)(a) reviews fees annually and thus increases may occur at the point of variation/extension of the contract.
Housing & agistment (chicken)	This fee is payable by Invetus to the animal facility provider s. 47G(1)(a) reviews fees annually and thus increases may occur at the point of variation/extension of the contract.
Animal tissue storage post-harvest (-70°C)	Fixed cost, expect no change s. 47F(1)

Carcass disposal – cattle	This fee is payable by Invetus to the Armidale Regional Council. Armidale Regional Council reviews fees occasionally and thus increases may occur at the point of variation/extension of the contract.
Carcass disposal – sheep	This fee is payable by Invetus to the Armidale Regional Council. Armidale Regional Council reviews fees occasionally and thus increases may occur at the point of variation/extension of the contract.
Carcass disposal – pig	This fee is payable by Invetus to the Armidale Regional Council. Armidale Regional Council reviews fees occasionally and thus increases may occur at the point of variation/extension of the contract.
Carcass disposal – chicken	This fee is payable by Invetus to the Armidale Regional Council. Armidale Regional Council reviews fees occasionally and thus increases may occur at the point of variation/extension of the contract.
Disposables	Fixed cost, expect no change
Office overheads (finance, IT, stationary, communications)	Fixed cost, expect no change

Variable costs – Expenses not included in fixed costs above

Item	Unit price	GST Component	Total (inc GST)
Sample freight – dry ice shipment **per sub-project**	s. 47G(1)(a)		
Animal feeds – cattle **per head up to 28 days**			
Animal feeds – sheep **per head up to 28 days**			
Animal feeds – pig **per head up to 28 days**			
Animal feeds – chicken **per head up to 28 days**			
Agvet formulations – **per sub-project**			
Animal purchase – cattle **per head**			
Animal purchase – sheep **per head**			
Animal purchase – pig **per head**			
Animal purchase – chicken **per head**			
Total variable costs			

s. 47F(1)

Expenses

The Supplier may only claim reimbursement for additional expenses when the expense is nominated in the table below, and the Customer has granted specific written approval prior to the relevant expense being incurred.

Additionally:

a) all domestic air travel must be economy class,

b) amounts claimed for accommodation and other expenses must not exceed the total amount specified in Table 2 of TD 2021/6 or any replacement Taxation Determination issued by the Australian Taxation Office, and

c) a claim for reimbursement is submitted supported by a copy of the paid Tax Invoice.

Description/Comments	Cost GST Exclusive	GST Component	Total Cost GST Inclusive
N/A			

Maximum Estimated Expenses (not included above) $0.00 GST Inclusive

C.A.3(a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:

Estimated Date	Milestone Description	Payment Amount		
		Total (ex GST)*	GST	Total (inc GST)
Commencement	Submission of study protocol to customer	s. 47G(1)(a)		
Animal phase	Commencement of animal phase			
Animal phase	Completion of animal phase			
Sub-project completion	Provision of tissues and draft study report			
Total	**-**			

* Inclusive of all variable costs as listed above. Variable costs subject to increase or decrease based on specifics of each sub-project and relevant market conditions.

If the Supplier incurs any reimbursable expenses, the Customer will reimburse the Supplier at cost (exclusive of GST) on submission of a claim for reimbursement supported by a copy of the paid Tax Invoice.

s. 47F(1)

C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison.

C.A.4(a) Customer's Contract Manager:

The person occupying the position of:	s. 47F(1)
Currently:	Assistant Director
Mobile:	s. 47F(1)
Email Address:	s. 47F(1) @awe.gov.au

C.A.4(b) Customer's Address for Invoices:

Addressee Name/Position Title:	s. 47F(1)
Telephone:	s. 47F(1)
Email Address:	s. 47F(1) @awe.gov.au

The Customer's preferred method of invoicing is by email.

C.A.4(c) Supplier's Contract Manager:

Name:	s. 47F(1)
Position Title:	Research Leader
Telephone:	02 s. 47F(1)
Mobile:	s. 47F(1)
Email Address:	s. 47F(1) @invetus.com
Postal Address:	Locked Bag 6865 West Armidale NSW 2350

C.A.4(d) Supplier's Address for Notices

Name:	s. 47F(1)
Position Title:	Administration Officer
Email Address:	accounts@invetus.com
Postal Address:	Locked Bag 6865 West Armidale NSW 2350

s. 47F(1)

C.A.5 Specified Personnel

Not Applicable

C.A.6 Subcontractors

None Specified

Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contact Terms:

C.B.1 Intellectual Property

For the purposes of this clause, "Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, database, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

The Customer owns the Intellectual Property Rights in the Material created under this Contract.

To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Payment

The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within thirty (30) calendar days after receiving it, or if this day is not a business day, on the next business day.

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Contract Annex 1 – Supplementary Information

Commonwealth Contract Terms

C.C.1 Background:

The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.

Some terms used in these *Commonwealth Contract Terms* have been given a special meaning. Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or in the relevant *Commonwealth Contract*.

C.C.2 Relationship of the Parties:

Neither party is the employee, agent, officer or partner of the other party nor, by virtue of this Contract, authorised to bind or represent the other party.

The Supplier must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.

In all dealings related to the Contract, the parties agree to:

(a) communicate openly with each other and cooperate in achieving the contractual objectives; and
(b) act honestly and ethically; and
(c) comply with reasonable commercial standards of fair conduct; and
(d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
(e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise, or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

C.C.4 Precedence of Documents:

The Contract is comprised of:

(a) *Additional Contract Terms* (if any);
(b) *Statement of Work*;
(c) *Commonwealth Contract Terms*;
(d) *Commonwealth Contracting Suite Glossary*; and
(e) *Contract Annex 1 – Supplementary Information* (if any),

unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

The Contract may be signed and dated by the parties on separate but identical copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law:

The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was entered.

Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM were correct when made and remain correct.

The Parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival:

All Additional Contract Terms (if any), plus Clauses C.C.14 *[Liability of the Supplier]*, C.C.17 *[Supplier Payments]*, C.C.20 *[Transition Out]*, C.C.22 *[Compliance with Commonwealth Laws and Policies]*, C.C.22(A) *[Access to Supplier's Premises and Records]*, C.C.22(F) *[Fraud]* survive termination or expiry of the Contract.

C.C.8 Notices:

A Notice is deemed to be effected:

(a) if delivered by hand - upon delivery to the relevant address;
(b) if sent by registered post - upon delivery to the relevant address; or
(c) if transmitted electronically - upon actual delivery as evidenced by an acknowledgement of receipt from the recipient's system by any means (including by means of delivery receipt).

A Notice received after 5.00 pm, or on a day that is not a working day in the place of receipt, is deemed to be effected on the next working day in that place.

C.C.9 Assignment:

The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting:

Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.

The Supplier must ensure that Subcontractors specified in Item C.A.6 *[Subcontractors]* (if any) perform that part of the Services specified in that Item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6. The Supplier must ensure that specified Subcontractors (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.

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Commonwealth Contract Terms

The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

C.C.11 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the Statement of Work and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the Contract at Item C.A.2(d) *[Delivery and Acceptance]*, if the Goods and/or Services do not comply with the requirements of the Contract ("Acceptance Period").

If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).

If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.

If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

C.C.12 Licences Approvals and Warranties:

At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

The Supplier must provide the Customer with all relevant third Party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

C.C.13 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 *[Specified Personnel]* (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:

(a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
(b) is not a fit and proper person; or
(c) is not suitably qualified to perform the Services.

Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any negligent or wilful breach of the Supplier's obligations or representations under the Contract.

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier's liability under this clause shall not exceed the maximum applicable amount that applies to the claim loss or damage under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.15 Termination or Reduction for Convenience:

In addition to any other rights either party has under the Contract,

(a) the Customer acting in good faith, may at any time; or
(b) the Supplier, acting in good faith, may notify that it wishes to,

terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

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In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 *[Delivery and Acceptance]* and item C.A.2(d) *[Delivery and Acceptance]* before the effective date of termination or reduction.

If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.16 Termination for Cause:

The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:

(a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
(b) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 *[Delivery and Acceptance]* and the Goods and/or Services are not remedied as required by the Notice of rejection;
(c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
(d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
(e) subject to the Customer complying with any requirements in the *Corporations Act 2001* (Cth), the Supplier:
    (i) is unable to pay all its debts when they become due;
    (ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth); or
    (iii) if an individual – becomes bankrupt or enters into an arrangement under *Part IX* or *Part X* of the *Bankruptcy Act 1966* (Cth).

Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.17 Supplier Payments:

If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.

The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.

If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

C.C.18 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

(a) both Contract Managers will try to settle the dispute by direct negotiation;
(b) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
(c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
(d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) business days of the request.

Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier or the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to clause C.C.16 *[Termination for Cause]* or to legal proceedings for urgent interlocutory relief.

C.C.19 Transition In:

The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

C.C.20 Transition Out:

If the Contract expires or is terminated under clause C.C.16 *[Termination for Cause]* the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

C.C.21 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

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C.C.22 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services and must provide such reports and other information regarding compliance as reasonably requested by the Customer or as otherwise required by a relevant law or policy.

If the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to G below, it must:

(a) immediately report it to the Customer and provide a written report on the matter within five (5) business days; and

(b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

A. **Access to Supplier's Premises and Records**: The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the *Freedom of Information Act 1982* (Cth) or audit or review by the Australian National Audit Office. Unless the access is required for the purpose of a criminal investigation into the Supplier, its employees or subcontractors, the Customer will reimburse the Supplier's substantiated reasonable cost for complying with the Customer's request.

The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.

B. ***Privacy Act 1988* (Cth) Requirements**: In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.

C. **Confidential Information**: Other than information available in the public domain, the Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information by law, a Minister or a House or Committee of Parliament.

D. **Security and Safety**: When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.

The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including, but not limited to, the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

E. **Criminal Code**: The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.

F. **Fraud**: For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.

If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.

G. **Taxation:** The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

a) a clause in the form A.A.*[x]* – is a reference to a clause of the **Approach to Market**;
b) a clause in the form A.B.*[x]* – is a reference to a clause of the **Commonwealth ATM Terms**;
c) an item in the form C.A.*[x]* – is a reference to an item in the **Statement of Work**;
d) a clause in the form C.B.*[x]* – is a reference to a clause in the **Additional Contract Terms**;
e) a clause in the form C.C.*[x]* – is a reference to a clause of the **Commonwealth Contract Terms** or the **Commonwealth Purchase Order Terms**, as the case may be.

"Additional Contract Terms" means the terms and conditions set out in the section of the Contract with the heading 'Additional Contract Terms'.

"Approach to Market or ATM" means the notice inviting potential suppliers to participate in the procurement.

"Closing Time" means the closing time specified in clause A.A.1 *[Key Events and Dates]*.

"Contract" means the documentation specified in clause C.C.4 *[Precedence of Documents]*.

"Contract Extension Option" means an option of a Customer to extend the term of a Contract for one or more additional time periods.

"Contract Manager" means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

"Contract Price" means the total contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

"Correctly Rendered Invoice" means an invoice that:

a) is correctly addressed and calculated in accordance with the Contract;
b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
c) includes any purchase order number, and the name and phone number of the Customer's Contract Manager;
d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
e) is a valid tax invoice in accordance with the GST Act.

"Customer" means a party specified in a Contract as a Customer.

"Delivery and Acceptance" means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

"General Interest Charge Rate" means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day.

"Goods and/or Services" means:

a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"GST" means a Commonwealth goods and services tax imposed by the GST Act.

"Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

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Commonwealth Contracting Suite (CCS) Glossary

"Material" means any material brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

"Moral Rights" means the rights in *Part IX of the Copyright Act 1968 (Cth)*, including the right of attribution, the right against false attribution and the right of integrity.

"Notice" means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

"Requirement" means the description of the Goods and Services described in:

a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading 'Requirement';
b) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading 'Requirement';
c) for the purposes of the Commonwealth Purchase Order Terms the document setting out the Goods and/or Services.

"Specified Personnel" means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 *[Specified Personnel]*.

"Statement of Requirement" means the section of the Approach to Market with the heading 'Statement of Requirement'.

"Statement of Work" means the section of the Contract, as the case may be, with the heading 'Statement of Work'.

"Supplier" means a party specified in a Contract as a Supplier.

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Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

a) Additional Contract Terms (if any);
b) Statement of Work;
c) Commonwealth Contract Terms;
d) Commonwealth Contracting Suite Glossary; and
e) Contract Annex 1 – Supplementary Information (if any).

EXECUTED as an Agreement
Signed for and on behalf of the Department of Agriculture, Water and the Environment
ABN 34 190 894 983 by its duly authorised delegate in the presence of

Signature of witness

Signature of delegate

Name of witness (***print***)

Name of delegate **Tom Black**

Position of delegate **Assistant Secretary**

Date:

Executed by **ABN** 45 612 851 206 in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

s. 47F(1)

Name of director **Graeme Hollis**
08 July 2022 | 15:35:24 AEST

Signature of director/company secretary
(Please delete as applicable)

s. 47F(1)

Name of director/company secretary (***print***)

s. 47F(1)

Non-executive Director
Date:
08 July 2022 | 15:40:18 AEST

DocuSign

Certificate Of Completion

Envelope Id: 39216472903F4FAFA9BDBF1E4DB3C7AA
Status: Completed
Subject: Please DocuSign This Document
Source Envelope:
Document Pages: 18 Signatures: 2
Certificate Pages: 2 Initials: 17
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC+10:00) Canberra, Melbourne, Sydney

Envelope Originator:
Graeme Hollis
Locked Bag 6865
West Armidale, NSW 2350
ghollis@invetus.com
IP Address: 64.207.219.8

Record Tracking

Status: Original
7/8/2022 3:30:49 PM
Holder: Graeme Hollis
ghollis@invetus.com
Location: DocuSign

Signer Events	Signature	Timestamp
Graeme Hollis ghollis@invetus.com CEO Invetus Pty Ltd - HO Security Level: Email, Account Authentication (None)	s. 47F(1) Signature Adoption: Pre-selected Style Using IP Address: 159.196.112.9	Sent: 7/8/2022 3:34:22 PM Viewed: 7/8/2022 3:34:51 PM Signed: 7/8/2022 3:35:24 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
s. 47F(1) s. 47F(1)@invetus.com Non-executive Director Invetus Pty Ltd Security Level: Email, Account Authentication (None)	s. 47F(1) Signature Adoption: Uploaded Signature Image Using IP Address: 14.200.43.136	Sent: 7/8/2022 3:34:22 PM Viewed: 7/8/2022 3:37:32 PM Signed: 7/8/2022 3:40:18 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/8/2022 3:34:22 PM
Certified Delivered	Security Checked	7/8/2022 3:37:32 PM
Signing Complete	Security Checked	7/8/2022 3:40:18 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	7/8/2022 3:40:18 PM

Payment Events	Status	Timestamps

Australian Government

Commonwealth Contract – Services

Reference ID: 2022-C09023

Customer

Customer Name:	Department of Agriculture, Water and the Environment
Customer ABN:	34 190 894 983
Address:	GPO Box 858, Canberra ACT 2601 Australia

Supplier

Full Name of the Legal Entity:	Invetus Pty. Ltd.
Supplier ABN:	45 612 851 206
Address:	Locked Bag 6865 West Armidale NSW 2350

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Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues for the Contract Term unless:

a) it is terminated earlier; or

b) the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Details
Contract Start Date:	Friday, 11 July 2022
Contract Term:	This Contract will remain in force for a period of 3 years.
Contract Extension Option:	This Contract includes the following extension option(s): Two one-year extensions.

C.A.2 The Requirement

The National Residue Survey (NRS) Incurred Residue Program (IRP) is a project which adds rigour to the laboratory performance evaluation administered by the NRS. The integrity and reputation of the NRS at an international level is dependent on the delivery of quality laboratory performance evaluation and the IRP is an integral part of this. The IRP compromises of several sub-projects, each of which features specific chemicals of interest and a specific number and animal species.

The IRP requires the services of a veterinary facility to dose animals with known quantities of specified agricultural and veterinary chemicals (agvet chemicals) that are of interest to the NRS. The service provider will be responsible for all phases of the IRP from the literature review to determine dosing strategies through to delivery of harvested tissues from dosed animals to the NRS. These tissues will be used by NRS as blind samples to verify the performance of NRS contract laboratories, for laboratory method development and/or support cooperative work with importing countries.

The service provider should supply tissues with incurred residues of specified agvet chemicals to the NRS utilising various formulations. All work undertaken should comply with Good Scientific Practice (GSP). The service provider should be able to:

* Review literature and use findings to determine technical aspects of the project (e.g. animal sacrifice timepoint selection, dosage concentrations, etc.). As this is a critical requirement, the tenderer should have significant experience in this field, particularly analysis of technical residue data and its application to real world study design and implementation.
* Apply for approval of and meet all requirements of an Animal Ethics Committee (AEC). Suppliers must comply with relevant animal welfare state laws and requirements in the course of this work.
* Source agvet formulations, as appropriate, for administration trials. In the case of some difficult to procure chemicals, NRS may provide the required chemical to the Supplier.
* Source, purchase, transport, weigh and maintain suitable animals. There is likely to be no more than 10 animals per sub-project. The type of animal or animals to be used has not yet been determined for all sub-projects at this time, but could include chickens, sheep, pigs and cows.
* Administer formulations to animals.
* Slaughter and harvest tissues from treated animals.
* Assure the integrity and identity of associated harvested tissues throughout the slaughter, storage and delivery process.
* Store collected tissue samples at -70°C until dispatch to NRS. Tissues should be sent in dry ice to NRS, utilising overnight transport.

* Prepare and supply to NRS prior to the animal phase of each sub-project, a quote for the sub-project, a report of the literature review, rationale for administration regime, and proposed sub-project study protocol, and after the animal phase of each sub-project, a record of the administration trial(s) conducted in the sub-project in a study report.

  Pricing of the items listed in Part 5 must be indicated. The cost of some items involved in a sub-project (i.e. costs of animals and costs of agvet chemicals and feed) are variable, fluctuate based on market prices and the number of animals involved which is not yet specified). These costs will be paid for by the NRS based on receipts provided by the service provider for the sub-project. Payment for each sub-project will be paid upon receipt of relevant invoices from the Supplier, after completion of each sub-project.

* Dispose of or process remaining animal tissues and carcasses appropriately, ensuring the product does not enter the food chain unless the product is within regulatory conditions to do so.

* Satisfy the above requirements whilst applying environmentally sustainable practices.

C.A.2(a) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards (or in its absence an international standard) including any requirements or standards specified in this Statement of Work. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with all applicable Australian or international standards, including, but not limited to, those specified in this Statement of Work.

Web Content Accessibility

As applicable, the Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at: https://www.w3.org/WAI/intro/wcag.

Australian Standards

The Supplier must comply with the following Australian Standard(s):

AS Number	Title
N/A	All work undertaken relevant to this service provision should comply with Good Scientific Practice

C.A.2(b) Security Requirements

None Specified

C.A.2(c) Work Health and Safety

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any Work Health and Safety issues that arise.

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C.A.2(d) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [*Termination for Cause*].

Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
A quote, study protocol and study report for each sub-project	National Residue Survey – Laboratory Performance Evaluation	via email to the Customer's Contract Manager	As required
Delivery of animal tissues	National Residue Survey – Laboratory Performance Evaluation	18 Marcus Clarke Street, Canberra, ACT 2601	As per agreed sub-project study protocol/plan

Reports

During the term of this Contract the Supplier must provide the Customer with reports as set out in the table below:

Report Type	Detailed Description	Due Date
Project Planning/Implementation	literature review, study design and report	As required

Delivery and Acceptance – Additional Instructions

N/A

C.A.2(e) Meetings

The Supplier is required to attend meetings as follows:

Meeting Type	Position Required	Frequency	Teleconference/ Onsite	Location
Project Planning/Implementation	Project Manager	As required	Teleconference	N/A

C.A.2(f) Facilities and Assistance Offered by the Customer

The Customer will not make any facilities or assistance available to the Supplier.

C.A.2(g) Customer Material

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The Customer will not provide any material.

C.A.2(h) Conflicts of Interest

The Supplier has declared that it has no actual, perceived or potential conflicts of interest relevant to the performance of its obligations under this Contract.

C.A.2(i) Public Interest Disclosure

Public officials (including service providers under a Commonwealth contract) who suspect wrongdoing within the Commonwealth public sector can raise their concerns under the *Public Interest Disclosure Act* 2013 (PID Act). Prior to making a disclosure, refer to information available at: https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure/information-for-disclosers.

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

Name/Position:	PID Team
Email Address:	PID@awe.gov.au
Telephone:	1800 99 88 80

C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	Director – Grants and Procurement
Email Address:	feedback@awe.gov.au

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C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **$605,000.00** as set out below.

The quote sought prior to each sub-project should comprise of the line items in the table(s) below, specific to the sub-project design.

The cost of some items involved in a sub-project (i.e. costs of animals and costs of agvet chemicals and feed) are variable, fluctuate based on market prices and the number of animals involved which is not yet specified). These costs will be paid for by the NRS based on receipts provided by the service provider for the sub-project. Payment for each sub-project will be paid upon receipt of relevant invoices from the Supplier, after completion of each sub-project.

Fixed Price - expenses to be reimbursed (per sub-project)

Item	Unit price	GST	Total (inc GST)
Professional rate: literature review, study design and report **per sub-project (10 hours)**	s. 47G(1)(a)		
Technical Rate- study conduct **per sub-project (45 hours)**			
Animal Ethics Committee Application Preparation **per sub-project**			
Chemical storage **per sub-project**			
Animal transport **up to 100km**			
Housing & agistment (cattle paddock) **per head up to 28 days**			
Housing & agistment (cattle pen - group) **per pen up to 28 days**			
Housing & agistment (cattle paddock - group) **per pen up to 28 days**			
Housing & agistment (sheep paddock) **per head up to 28 days**			
Housing & agistment (sheep pen) **per head up to 28 days**			
Housing & agistment (pig pen) **per head up to 28 days**			
Housing & agistment (chicken pens/cages) **per head up to 28 days**			
Animal tissue storage post-harvest (-70°C) **per sub-project**			
Carcass disposal – cattle **per animal**			
Carcass disposal – sheep **per animal**			
Carcass disposal – pig **per animal**			
Carcass disposal – chicken **per animal**			
Disposables **per sub-project**			
Office overheads (finance, IT, stationary, communications) **per sub-project**			
Total fixed costs			

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Adjustment to Fixed Pricing for Contract Variation/Extension

Item	
Professional rate: literature review, study design and report	Invetus reviews rates for professional time annually and thus incremental increases may be expected at the point of extension of the contract
Technical Rate – study conduct	Invetus reviews rates for professional time annually and thus incremental increases may be expected at the point of extension of the contract
Animal Ethics Committee Application Preparation	This fee is payable by Invetus to the animal ethics committee. The AEC reviews fees on occasions and thus increases may occur at the point of variation/extension of the contract
Chemical storage	Fixed cost, expect no change
Animal transport	This fee is payable by Invetus to freight providers. Freight providers review fees on occasions and thus increases may occur at the point of variation/extension of the contract.
Housing & agistment (cattle paddock)	This fee is payable by Invetus to the animal facility provider s. 47G(1)(a) reviews fees annually and thus increases may occur at the point of variation/extension of the contract.
Housing & agistment (cattle pen - group)	This fee is payable by Invetus to the animal facility provider s. 47G(1)(a) reviews fees annually and thus increases may occur at the point of variation/extension of the contract.
Housing & agistment (cattle pen - group)	This fee is payable by Invetus to the animal facility provider s. 47G(1)(a) reviews fees annually and thus increases may occur at the point of variation/extension of the contract.
Housing & agistment (sheep paddock)	This fee is payable by Invetus to the animal facility provider s. 47G(1)(a) reviews fees annually and thus increases may occur at the point of variation/extension of the contract.
Housing & agistment (sheep pen)	This fee is payable by Invetus to the animal facility provider s. 47G(1)(a) reviews fees annually and thus increases may occur at the point of variation/extension of the contract.
Housing & agistment (pig pen)	This fee is payable by Invetus to the animal facility provider s. 47G(1)(a) reviews fees annually and thus increases may occur at the point of variation/extension of the contract.
Housing & agistment (chicken)	This fee is payable by Invetus to the animal facility provider s. 47G(1)(a) reviews fees annually and thus increases may occur at the point of variation/extension of the contract.
Animal tissue storage post-harvest (-70°C)	Fixed cost, expect no change s. 47F(1)

Carcass disposal – cattle	This fee is payable by Invetus to the Armidale Regional Council. Armidale Regional Council reviews fees occasionally and thus increases may occur at the point of variation/extension of the contract.
Carcass disposal – sheep	This fee is payable by Invetus to the Armidale Regional Council. Armidale Regional Council reviews fees occasionally and thus increases may occur at the point of variation/extension of the contract.
Carcass disposal – pig	This fee is payable by Invetus to the Armidale Regional Council. Armidale Regional Council reviews fees occasionally and thus increases may occur at the point of variation/extension of the contract.
Carcass disposal – chicken	This fee is payable by Invetus to the Armidale Regional Council. Armidale Regional Council reviews fees occasionally and thus increases may occur at the point of variation/extension of the contract.
Disposables	Fixed cost, expect no change
Office overheads (finance, IT, stationary, communications)	Fixed cost, expect no change

Variable costs – Expenses not included in fixed costs above

Item	Unit price	GST Component	Total (inc GST)
Sample freight – dry ice shipment **per sub-project**	s. 47G(1)(a)		
Animal feeds – cattle **per head up to 28 days**			
Animal feeds – sheep **per head up to 28 days**			
Animal feeds – pig **per head up to 28 days**			
Animal feeds – chicken **per head up to 28 days**			
Agvet formulations – **per sub-project**			
Animal purchase – cattle **per head**			
Animal purchase – sheep **per head**			
Animal purchase – pig **per head**			
Animal purchase – chicken **per head**			
Total variable costs			

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Expenses

The Supplier may only claim reimbursement for additional expenses when the expense is nominated in the table below, and the Customer has granted specific written approval prior to the relevant expense being incurred.

Additionally:

a) all domestic air travel must be economy class,

b) amounts claimed for accommodation and other expenses must not exceed the total amount specified in Table 2 of TD 2021/6 or any replacement Taxation Determination issued by the Australian Taxation Office, and

c) a claim for reimbursement is submitted supported by a copy of the paid Tax Invoice.

Description/Comments	Cost GST Exclusive	GST Component	Total Cost GST Inclusive
N/A			

Maximum Estimated Expenses (not included above) $0.00 GST Inclusive

C.A.3(a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:

Estimated Date	Milestone Description	Payment Amount		
		Total (ex GST)*	GST	Total (inc GST)
Commencement	Submission of study protocol to customer	s. 47G(1)(a)		
Animal phase	Commencement of animal phase			
Animal phase	Completion of animal phase			
Sub-project completion	Provision of tissues and draft study report			
Total	-			

* Inclusive of all variable costs as listed above. Variable costs subject to increase or decrease based on specifics of each sub-project and relevant market conditions.

If the Supplier incurs any reimbursable expenses, the Customer will reimburse the Supplier at cost (exclusive of GST) on submission of a claim for reimbursement supported by a copy of the paid Tax Invoice.

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C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison.

C.A.4(a) Customer's Contract Manager:

The person occupying the position of:	s. 47F(1)
Currently:	Assistant Director
Mobile:	s. 47F(1)
Email Address:	s. 47F(1) @awe.gov.au

C.A.4(b) Customer's Address for Invoices:

Addressee Name/Position Title:	s. 47F(1)
Telephone:	s. 47F(1)
Email Address:	s. 47F(1) @awe.gov.au

The Customer's preferred method of invoicing is by email.

C.A.4(c) Supplier's Contract Manager:

Name:	s. 47F(1)
Position Title:	Research Leader
Telephone:	s. 47F(1)
Mobile:	
Email Address:	s. 47F(1)@invetus.com
Postal Address:	Locked Bag 6865 West Armidale NSW 2350

C.A.4(d) Supplier's Address for Notices

Name:	s. 47F(1)
Position Title:	Administration Officer
Email Address:	accounts@invetus.com
Postal Address:	Locked Bag 6865 West Armidale NSW 2350

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C.A.5 Specified Personnel

Not Applicable

C.A.6 Subcontractors

None Specified

Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contact Terms:

C.B.1 Intellectual Property

For the purposes of this clause, "Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, database, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

The Customer owns the Intellectual Property Rights in the Material created under this Contract.

To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Payment

The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within thirty (30) calendar days after receiving it, or if this day is not a business day, on the next business day.

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Contract Annex 1 – Supplementary Information

Commonwealth Contract Terms

C.C.1 Background:

The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.

Some terms used in these *Commonwealth Contract Terms* have been given a special meaning. Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or in the relevant *Commonwealth Contract*.

C.C.2 Relationship of the Parties:

Neither party is the employee, agent, officer or partner of the other party nor, by virtue of this Contract, authorised to bind or represent the other party.

The Supplier must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.

In all dealings related to the Contract, the parties agree to:

(a) communicate openly with each other and cooperate in achieving the contractual objectives; and
(b) act honestly and ethically; and
(c) comply with reasonable commercial standards of fair conduct; and
(d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
(e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

C.C.4 Precedence of Documents:

The Contract is comprised of:

(a) *Additional Contract Terms* (if any);
(b) *Statement of Work*;
(c) *Commonwealth Contract Terms*;
(d) *Commonwealth Contracting Suite Glossary*; and
(e) *Contract Annex 1 – Supplementary information* (if any),

unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law:

The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was entered.

Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM were correct when made and remain correct.

The Parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival:

All Additional Contract Terms (if any), plus Clauses C.C.14 *[Liability of the Supplier]*, C.C.17 *[Supplier Payments]*, C.C.20 *[Transition Out]*, C.C.22 *[Compliance with Commonwealth Laws and Policies]*, C.C.22(A) *[Access to Supplier's Premises and Records]*, C.C.22(F) *[Fraud]* survive termination or expiry of the Contract.

C.C.8 Notices:

A Notice is deemed to be effected:

(a) if delivered by hand - upon delivery to the relevant address;
(b) if sent by registered post - upon delivery to the relevant address; or
(c) if transmitted electronically - upon actual delivery as evidenced by an acknowledgement of receipt from the recipient's system by any means (including by means of delivery receipt).

A Notice received after 5.00 pm, or on a day that is not a working day in the place of receipt, is deemed to be effected on the next working day in that place.

C.C.9 Assignment:

The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting:

Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.

The Supplier must ensure that Subcontractors specified in Item C.A.6 *[Subcontractors]* (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6. The Supplier must ensure that specified Subcontractors (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.

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The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

C.C.11 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the Statement of Work and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the Contract at Item C.A.2(d) *[Delivery and Acceptance]*, if the Goods and/or Services do not comply with the requirements of the Contract ("Acceptance Period").

If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).

If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.

If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

C.C.12 Licences Approvals and Warranties:

At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

The Supplier must provide the Customer with all relevant third Party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

C.C.13 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 *[Specified Personnel]* (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:

(a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
(b) is not a fit and proper person; or
(c) is not suitably qualified to perform the Services.

Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any negligent or wilful breach of the Supplier's obligations or representations under the Contract.

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier's liability under this clause shall not exceed the maximum applicable amount that applies to the claim loss or damage under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.15 Termination or Reduction for Convenience:

In addition to any other rights either party has under the Contract,

(a) the Customer acting in good faith, may at any time; or
(b) the Supplier, acting in good faith, may notify that it wishes to,

terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

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In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 *[Delivery and Acceptance]* and item C.A.2(d) *[Delivery and Acceptance]* before the effective date of termination or reduction.

If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.16 Termination for Cause:

The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:

(a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
(b) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 *[Delivery and Acceptance]* and the Goods and/or Services are not remedied as required by the Notice of rejection;
(c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
(d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
(e) subject to the Customer complying with any requirements in the *Corporations Act 2001* (Cth), the Supplier:
    (i) is unable to pay all its debts when they become due;
    (ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth); or
    (iii) if an individual – becomes bankrupt or enters into an arrangement under *Part IX* or *Part X* of the *Bankruptcy Act 1966* (Cth).

Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.17 Supplier Payments:

If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.

The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.

If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

C.C.18 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

(a) both Contract Managers will try to settle the dispute by direct negotiation;
(b) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
(c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
(d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) business days of the request.

Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier or the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to clause C.C.16 *[Termination for Cause]* or to legal proceedings for urgent interlocutory relief.

C.C.19 Transition In:

The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

C.C.20 Transition Out:

If the Contract expires or is terminated under clause C.C.16 *[Termination for Cause]* the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

C.C.21 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

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Commonwealth Contract Terms

C.C.22 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services and must provide such reports and other information regarding compliance as reasonably requested by the Customer or as otherwise required by a relevant law or policy.

If the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to G below, it must:

(a) immediately report it to the Customer and provide a written report on the matter within five (5) business days; and

(b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

A. **Access to Supplier's Premises and Records**: The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the *Freedom of Information Act 1982* (Cth) or audit or review by the Australian National Audit Office. Unless the access is required for the purpose of a criminal investigation into the Supplier, its employees or subcontractors, the Customer will reimburse the Supplier's substantiated reasonable cost for complying with the Customer's request.

The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.

B. ***Privacy Act 1988* (Cth) Requirements**: In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.

C. **Confidential Information**: Other than information available in the public domain, the Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information by law, a Minister or a House or Committee of Parliament.

D. **Security and Safety**: When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.

The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including, but not limited to, the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

E. **Criminal Code**: The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.

F. **Fraud**: For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.

If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.

G. **Taxation:** The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

a) a clause in the form A.A.*[x]* – is a reference to a clause of the **Approach to Market**;
b) a clause in the form A.B.*[x]* – is a reference to a clause of the **Commonwealth ATM Terms**;
c) an item in the form C.A.*[x]* – is a reference to an item in the **Statement of Work**;
d) a clause in the form C.B.*[x]* – is a reference to a clause in the **Additional Contract Terms**;
e) a clause in the form C.C.*[x]* – is a reference to a clause of the **Commonwealth Contract Terms** or the **Commonwealth Purchase Order Terms**, as the case may be.

"Additional Contract Terms" means the terms and conditions set out in the section of the Contract with the heading 'Additional Contract Terms'.

"Approach to Market or ATM" means the notice inviting potential suppliers to participate in the procurement.

"Closing Time" means the closing time specified in clause A.A.1 *[Key Events and Dates]*.

"Contract" means the documentation specified in clause C.C.4 *[Precedence of Documents]*.

"Contract Extension Option" means an option of a Customer to extend the term of a Contract for one or more additional time periods.

"Contract Manager" means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

"Contract Price" means the total contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

"Correctly Rendered Invoice" means an invoice that:

a) is correctly addressed and calculated in accordance with the Contract;
b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
c) includes any purchase order number, and the name and phone number of the Customer's Contract Manager;
d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
e) is a valid tax invoice in accordance with the GST Act.

"Customer" means a party specified in a Contract as a Customer.

"Delivery and Acceptance" means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

"General Interest Charge Rate" means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day.

"Goods and/or Services" means:

a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"GST" means a Commonwealth goods and services tax imposed by the GST Act.

"Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

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Commonwealth Contracting Suite (CCS) Glossary

"Material" means any material brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

"Moral Rights" means the rights in *Part IX of the Copyright Act 1968 (Cth)*, including the right of attribution, the right against false attribution and the right of integrity.

"Notice" means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

"Requirement" means the description of the Goods and Services described in:

a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading 'Requirement';
b) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading 'Requirement';
c) for the purposes of the Commonwealth Purchase Order Terms the document setting out the Goods and/or Services.

"Specified Personnel" means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 *[Specified Personnel]*.

"Statement of Requirement" means the section of the Approach to Market with the heading 'Statement of Requirement'.

"Statement of Work" means the section of the Contract, as the case may be, with the heading 'Statement of Work'.

"Supplier" means a party specified in a Contract as a Supplier.

s. 47F(1)

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

a) Additional Contract Terms (if any);
b) Statement of Work;
c) Commonwealth Contract Terms;
d) Commonwealth Contracting Suite Glossary; and
e) Contract Annex 1 – Supplementary Information (if any).

EXECUTED as an Agreement
Signed for and on behalf of the Department of Agriculture, Water and the Environment
ABN 34 190 894 983 by its duly authorised delegate in the presence of

Signature of witness

s. 47F(1)

Name of witness (***print***)

s. 47F(1)

Signa

s. 47F(1)

Name of delegate **Tom Black**

Position of delegate **Assistant Secretary**

Date:

11 JULY 2022

Executed by **ABN** 45 612 851 206 in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

s. 47F(1)

Name of director **Graeme Hollis**
08 July 2022 | 15:35:24 AEST

Signature of director/company secretary
(Please delete as applicable)

s. 47F(1)

Name of director/company secretary (***print***)

s. 47F(1)

Non-executive Director

Date:
08 July 2022 | 15:40:18 AEST

DocuSign

Certificate Of Completion

Envelope Id: 39216472903F4FAFA9BDBF1E4DB3C7AA
Subject: Please DocuSign This Document
Source Envelope:
Document Pages: 18 Signatures: 2
Certificate Pages: 2 Initials: 17
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC+10:00) Canberra, Melbourne, Sydney

Status: Completed

Envelope Originator:
Graeme Hollis
Locked Bag 6865
West Armidale, NSW 2350
ghollis@invetus.com
IP Address: 64.207.219.8

Record Tracking

Status: Original
7/8/2022 3:30:49 PM

Holder: Graeme Hollis
ghollis@invetus.com

Location: DocuSign

Signer Events	Signature	Timestamp
Graeme Hollis ghollis@invetus.com CEO Invetus Pty Ltd - HO Security Level: Email, Account Authentication (None)	s. 47F(1) Signature Adoption: Pre-selected Style Using IP Address: 159.196.112.9	Sent: 7/8/2022 3:34:22 PM Viewed: 7/8/2022 3:34:51 PM Signed: 7/8/2022 3:35:24 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
s. 47F(1) s. 47F(1) @invetus.com Non-executive Director Invetus Pty Ltd Security Level: Email, Account Authentication (None)	s. 47F(1) Signature Adoption: Uploaded Signature Image Using IP Address: 14.200.43.136	Sent: 7/8/2022 3:34:22 PM Viewed: 7/8/2022 3:37:32 PM Signed: 7/8/2022 3:40:18 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	7/8/2022 3:34:22 PM
Certified Delivered	Security Checked	7/8/2022 3:37:32 PM
Signing Complete	Security Checked	7/8/2022 3:40:18 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	7/8/2022 3:40:18 PM

Payment Events	Status	Timestamps

Australian Government
Department of Agriculture, Water and the Environment

Ref: C09940

To: Julie Gaglia, Assistant Secretary, Agvet Chemicals and Forestry, Agvet Chemicals, Fisheries, Forestry and Engagement

APPROVAL TO ENTER INTO AN ARRANGEMENT WITH AUSTRALIAN ENVIRONMENTAL AGENCY PTY LTD

Subject: Procurement of Research and analysis of pesticides and veterinary medicines data sources

RECOMMENDATIONS

That you:

1. **AGREE** to the recommendations in the Evaluation Report (**Attachment A**).

AGREED / NOT AGREED / PLEASE DISCUSS

2. **APPROVE** entering into an arrangement with Australian Environmental Agency Pty Ltd (**Attachment B**) under section 23(1) of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) valued at $76,720 (inclusive of GST).

APPROVED / NOT APPROVED / PLEASE DISCUSS

s. 47F(1) Agreed and Approved.

Julie Gaglia
Assistant Secretary, Agvet Chemicals and Forestry
Agvet Chemicals, Fisheries, Forestry and Engagement

08 / 06/ 22

Key Points:

1. The procurement was conducted in accordance with the Commonwealth Procurement Rules.
2. The contract with Australian Environmental Agency Pty Ltd for $76,720 (inclusive of GST) is scheduled to commence on 20 June 2022 and end on 31 October 2022.
3. If you agree, I will send two copies of the contract to Australian Environmental Agency Pty Ltd for signing before providing to the appropriate delegate for countersignature. The contract will commence after it is signed by both parties.

Contact Officer:

s. 47F(1)
Assistant Director, Agvet Chemical Review and Projects
Agvet Chemicals and Forestry
02 s. 47F(1)

Date: Monday 6 June 2022