

National Management Agreement – H5 HPAI in Wildlife (the H5 NMA)

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National Management Agreement – H5 HPAI in Wildlife (the H5 NMA)

Date

This Agreement is dated: 20 March 2025

Parties

This Agreement is made between the following parties (collectively referred to as ‘the Parties’):

Commonwealth of Australia
The Australian Capital Territory
The State of New South Wales
The Northern Territory of Australia
The State of Queensland
The State of South Australia
The State of Tasmania
The State of Victoria
The State of Western Australia

1 Background

1.1 Purpose of Agreement

- 1.1.1 The purpose of this Agreement is to establish a national arrangement for Cost-sharing and governance of a National response to manage the impact of incursions of H5 high pathogenicity avian influenza (HPAI) in Wildlife, where it is determined the disease is not capable of Eradication or containment, and where managing the impacts of the disease in Wildlife is of National significance.

1.2 Interaction with Related biosecurity arrangements

- 1.2.1 This Agreement is consistent with, and supports the function of, the overarching [Intergovernmental Agreement on Biosecurity](#) (IGAB).
- 1.2.2 This Agreement builds on Related biosecurity arrangements for Australia and is intended to be consistent with, and to support the function of, those arrangements.
- 1.2.3 This Agreement will not displace or replace the operation of any of the Related biosecurity arrangements, including Existing cost-sharing Biosecurity arrangements.
- 1.2.4 This Agreement will be implemented in accordance with Australia's international rights and obligations.

1.3 Scope and objectives

The objectives of the Agreement are to nationally coordinate and Cost-share response arrangements that:

- a) mitigate risks arising from Wildlife infected with H5 HPAI to limit impacts on human health, animal health and welfare
- b) conservation of native species (particularly threatened and priority where possible) including to mitigate extinction risks
- c) protect social amenity
- d) eliminate or minimise work health and safety risks, as far as is reasonably practicable
- e) raise public awareness and understanding of the outbreak and response measures.

The scope of this Agreement is to manage the impacts of H5 HPAI in Wildlife and does not extend to Eradication or containment of H5 HPAI in Wildlife. The objectives of the Agreement will inform the priorities of a National response.

1.4 Outcomes

This Agreement will achieve or promote the following outcomes:

- a) manage the risks and impacts arising from incursion of H5 HPAI in Wildlife, with consideration to:
 - i) human health, animal health and welfare
 - ii) Conservation, in particular, preservation of threatened and priority species

- iii) social amenity
- b) maintain Australia's favourable international reputation for diverse and intact natural ecosystems
- c) continue compliance with Australia's international rights and obligations
- d) use science and risk-based Biosecurity and environmental impact management approaches, with consideration to feasibility and cost-effectiveness.

1.5 Intention of Parties not to contract

The Parties do not intend any of the provisions of this Agreement to create legally binding relations between the Parties. However, that does not lessen the Parties' commitment to this Agreement.

2 Definitions and interpretation

In this document:

Affected parties are those of the Commonwealth, state and territory governments who are affected by an Incident or an outbreak of H5 HPAI in Wildlife.

Agreed limit means the National Management Group (NMG) agreed limit on expenditure in annual aggregate for all responses under the Agreement.

Agreement means this Agreement including all schedules and attachments.

Australian territory means Australia, Christmas Island, Cocos (Keeling) Islands, Norfolk Island, including the respective coastal seas and airspace of these areas, and any other external territories to which the *Biosecurity Act 2015* (Cth) or its provisions extends to.

Biosecurity for the purpose of this Agreement means the management of risks relating to a pest or disease, causing harm to human, animal or plant health, harm to the environment or economic consequences as a result of the pest or disease entering, establishing or spreading in Australian territory.

Commencement means the commencement of this Agreement in accordance with item 11.1.

Commonwealth means the party to this Agreement that is the Commonwealth of Australia.

Commonwealth lands for the purpose of this Agreement means:

- a) owned or leased by the Commonwealth or a Commonwealth agency
- b) in the Jervis Bay Territory
- c) in the following external territories:
 - i) Norfolk Island
 - ii) Christmas Island and Cocos (Keeling) Islands
 - iii) Ashmore and Cartier Islands
 - iv) Coral Sea Islands

and any other land included in a Commonwealth reserve.

Consensus means the making of decisions by general agreement (which may involve a measure of compromise necessary to ensure a workable outcome), and that none of the Parties actively participating in the decision-making process opposes the decision.

Conservation means preventing damage to and loss of biodiversity to ensure biodiversity outcomes are maintained or improved.

Consultative Committee on Emergency Animal Disease (CCEAD) means the committee established in accordance with item 7.2 with roles set out in Schedule 4 – Governance arrangements.

Cost-sharing means the proportional funding of a National response by all of the Parties and is determined in accordance with item 6.1.

Custodian means the entity that the Parties to the Agreement have assigned set responsibilities to.

Data-sharing means the sharing of information and data obtained through Response plan activities eligible under the terms of this Agreement between Parties.

Department of Agriculture, Fisheries and Forestry (DAFF) means the Commonwealth Department of Agriculture, Fisheries and Forestry or such other Commonwealth Department as may, during the term of this Agreement, have responsibility for the administration of the *Biosecurity Act 2015* (Cth).

Eligible costs mean the costs incurred when implementing an agreed response that are over and above Normal biosecurity commitments or Conservation commitments, and are Eligible for Cost-sharing, as set out in Schedule 3 – Arrangements for Cost-sharing of Eligible costs.

Emergency Animal Disease Response Agreement (EADRA) means the Government and Livestock Industry Cost-sharing Deed in respect of Emergency Animal Disease Response as amended from time to time.

Eradication or Eradicate means eliminating from an area. Eradication is indicated by no longer being detectable.

Existing cost-sharing arrangement means, in relation to an emergency response to H5 HPAI in Wildlife:

- a) the Government and Livestock Industry Cost-sharing Deed in respect of Emergency Animal Disease Response (EADRA)
- b) other national cost-sharing emergency response deeds that are signed after the Commencement of this Agreement or are under development at such time that a response is considered, and/or
- c) national arrangements in the health sector.

It does not mean existing or finalised responses made under any previous version of this Agreement, or responses being considered under any previous version of this Agreement at the time of signing.

First Nations means people of Aboriginal or Torres Strait Islander descent who identify as an Aboriginal or Torres Strait Islander.

H5 HPAI means, in relation to this Agreement, avian influenza (high pathogenicity; virus subtype H5).

Incident means the initial occurrence of confirmed or reasonably held suspicion of H5 HPAI in Wildlife found within Australia:

- a) that was not known to be present in Australia prior to the detection, or
- b) if present, is subject to an active response under this Agreement.

Ministers means the Commonwealth, state and territory Ministers responsible for Biosecurity responses.

National Management Group (NMG) means the group established in accordance with item 7.3 and having the roles set out in Schedule 4 – Governance arrangements.

National response means, in relation to an H5 HPAI Incident, a coordinated cost-shared response undertaken in accordance with, and outlined in a jurisdiction's, Response plan.

National response guidance means the National approach provided by the National Biosecurity Committee for the management of H5 HPAI in Wildlife, which may be used as an exemplar to inform jurisdictional Response plans under this Agreement.

National significance or Nationally significant means, in relation to H5 HPAI, that it meets the national significance criteria in accordance with the [National Framework for the Management of Established Pests and Diseases of National Significance](#).

Normal biosecurity commitments mean a Party's business as usual costs that underpin a Party's capability and capacity to detect and respond to a suspect or confirmed Incident of H5 HPAI in Wildlife in a manner and to an extent consistent with this Agreement and National response guidance. Normal biosecurity commitments are a Party's activities and resource commitments to Biosecurity emergency pest and disease management that are not Eligible for Cost-sharing.

Normal conservation commitments mean a Party's business as usual costs that underpin a Party's capability and capacity to maintain and improve biodiversity outcomes within its jurisdiction consistent with relevant policy, obligations and legislation. Normal conservation commitments are a Party's activities and resource commitments to biodiversity Conservation that are not Eligible for Cost-sharing.

Notifying party(s) means the jurisdiction/s that identifies suspected or confirmed case/s of H5 HPAI in Wildlife.

One Health means an integrated, unifying, multisectoral, transdisciplinary approach, that balances and optimises the health of people, animals and the environment, recognising their interdependence.

Parties means two or more of the Parties to this Agreement represented by the agency responsible for Biosecurity

Party means a Party to this Agreement.

Party's borders, in relation to state and territory parties, means the geographical boundary of the jurisdiction of that Party, including all land areas, internal waters and sea areas to 3 nautical miles of the territorial sea baseline, or as otherwise agreed by the relevant state/territory. In relation to the Commonwealth, it means the stated boundary of Commonwealth lands.

Related biosecurity arrangements mean any Biosecurity-related agreements, contracts or arrangements already existing at the time this Agreement comes into effect, as well as the existing Cost-sharing arrangements and deed-like arrangements.

Response plan means, in relation to an Incident of H5 HPAI in Wildlife, a plan outlining response activity that is prepared and approved in accordance with this Agreement and may be subject to Cost-sharing arrangements.

Sanitary and Phytosanitary Agreement or SPS Agreement means the World Trade Organization Agreement on the Application of Sanitary and Phytosanitary Measures.

State party means each Party to this Agreement that is a state of the Commonwealth of Australia.

Termination means the termination of this Agreement in accordance with item 11.3.

Territory party means a Party to this Agreement that is the Australian Capital Territory or the Northern Territory.

Transition to routine management means the transitioning of the ongoing management of impacts of H5 HPAI in Wildlife for a prescribed timeframe. At the completion of this time, response activities move outside this Agreement.

Upper limit means the maximum expenditure as determined by the NMG, in reference to the indicative budget that forms part of an approved Response plan, and to the willingness of the Parties to commit to that limit having regard to the Cost-sharing principles. The Upper limit may be less than but no more than the Agreed limit determined under item 6.5.

Volunteer means a person or group undertaking unpaid work on behalf of a Party to this Agreement.

Waste management means the disposal and processing of any solid, liquid or gas, or any combination of them, that relate to measures under an approved Response plan, for example carcass management, laboratory waste and personal protective equipment.

Wildlife means:

- a) native species (birds and mammals) that are free ranging and captive, see section 528 (definition of native species) of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth), and
- b) non-native species, including invasive species, that are free ranging independently of direct human supervision or control in Australia.

3 Legislative framework

3.1 General acknowledgements regarding legislative framework

The Parties acknowledge that:

3.1.1 Australia's legislative framework for Biosecurity includes:

- a) Commonwealth legislation
- b) state and territory legislation

with each Party having responsibilities and obligations in accordance with that framework.

3.1.2 Where inconsistencies may arise between Commonwealth or state and territory legislation and this Agreement, the Parties will comply with the applicable legislation to the extent of the inconsistency.

3.1.3 This Agreement will not impinge on any Parties statutory obligations and/or functions in any jurisdiction.

3.2 Acknowledgements regarding international rights and obligations

Nothing in this Agreement will affect or alter activities undertaken within Australia pursuant to fulfilling rights and obligations under relevant international agreements, including the right to apply standards, recommendations and guidelines developed by international standard-setting bodies.

3.2.1 Where the operation of this Agreement results in measures that, directly or indirectly, affect international trade, or have the potential to do so, such measures must be developed and applied in accordance with Australia's international rights and obligations, including those contained in the Sanitary and Phytosanitary Agreement of the World Trade Organization, the World Organisation for Animal Health, and the Convention on Biological Diversity.

3.2.2 The Intergovernmental Agreement on Biosecurity between the Commonwealth and states and territories sets out the division of Biosecurity responsibilities between the Commonwealth and state and territory governments to enable compliance by Australia with relevant obligations under the SPS Agreement and a unified, strategic framework for the national Biosecurity system.

4 Roles and responsibilities

4.1 Acknowledgements

The Parties agree and acknowledge:

4.1.1 The identified outcome of the Agreement requires a National response.

4.1.2 That, for the purposes of this Agreement, this part describes the roles and responsibilities of the Parties for working in partnership to promote and achieve the objectives and outcomes specified under this Agreement.

4.2 Parties' roles and responsibilities

The Parties acknowledge that they bear primary responsibility for managing the impacts of H5 HPAI in Wildlife within their jurisdiction through delivery of response activities.

4.2.1 The Parties' roles and responsibilities are to:

- a) maintain arrangements, including capacity and capability, to support a national timely response to Incidents of H5 HPAI in Wildlife
- b) manage the impact of H5 HPAI in Wildlife within a Party's borders where feasible and cost-effective
- c) respond to Incidents of H5 HPAI in Wildlife where feasible and cost-effective
- d) inform other jurisdictions and stakeholders of Incidents of H5 HPAI in Wildlife within 24 hours of becoming aware of an Incident, consistent with the EADRA
- e) participate in joint management activities where H5 HPAI in Wildlife Incidents occur across state and territory Party borders
- f) enact and implement legislation and regulations to help reduce the impact of Incidents of H5 HPAI in Wildlife
- g) participate in decision-making processes for National responses to H5 HPAI in Wildlife
- h) contribute to the national capacity and capability to detect and identify H5 HPAI in Wildlife
- i) contribute to the national capacity and capability to respond to incursion of H5 HPAI in Wildlife
- j) contribute to capacity building in Incident management, including education, training, research, information systems, Data-sharing and other critical infrastructure
- k) develop and implement appropriate standards, policies and procedures to reduce the impact of H5 HPAI in Wildlife
- l) increase government, industry, First Nations, environmental stakeholder and community awareness of, and engagement in, management of the impacts of H5 HPAI in Wildlife and related issues
- m) act in accordance with Australia's international rights and obligations with respect to H5 HPAI in Wildlife.

4.3 Additional role for the Commonwealth

The Commonwealth has the additional role to:

- a) participate in, and provide national coordination for, decision-making processes for a National response
- b) coordinate the development and maintenance of Cost-sharing arrangements in relation to a National response with state and territory parties
- c) act as the Custodian of the Agreement, as outlined in item 9.3.

5 National response arrangements

5.1 Incident notification and approach to National response

In accordance with clause 5.1 of the EADRA, government parties to the EADRA will give formal notification of the suspicion or detection of an H5 HPAI Incident in Wildlife to the CCEAD convened under the EADRA within 24 hours of becoming aware of the Incident. This step may include notifications of an H5 HPAI outbreak under any other national agreements.

- 5.1.1 Following formal notification to the CCEAD under the EADRA, the Incident definition phase under the EADRA will commence. Under this phase, the NMG, acting on a recommendation of the CCEAD, will determine if H5 HPAI in Wildlife is capable of being contained or Eradicated. If not capable of being contained or Eradicated, a response will be managed outside the EADRA. The NMG will then determine, supported by advice from the CCEAD, whether the outbreak will be addressed by a response under this Agreement (Schedule 1 – Flow chart for National approach to a response to H5 HPAI in Wildlife and Schedule 4 – Governance arrangements).
- 5.1.2 Where the NMG agrees that a cost-shared National response should be enacted, the Parties to the Agreement will develop Response plans informed by the objectives of the Agreement and the advice from the CCEAD. The National Biosecurity Committee may provide National response guidance to Parties to this Agreement to aid the development of jurisdictional Response plans.

Template guidance for the preparation of a Response plan is provided at Schedule 2 – Response plan for approval by the NMG including for consideration of Cost-sharing and duration.

5.2 Transition to routine management

Transition to routine management may follow a National response.

- 5.2.1 The CCEAD will provide advice to the NMG on whether the National response under this Agreement should move to Transition to routine management. The NMG may agree a timeframe for reaching Transition to routine management, at which time the National response will terminate.

6 Cost-sharing

6.1 Cost-sharing in accordance with this Agreement

Where the NMG has determined that an Incident of H5 HPAI in Wildlife will be addressed by a National response under this Agreement, the Cost-sharing will be determined in accordance with the Cost-sharing formula and Eligible costs outlined in this Agreement in Schedule 3 – Arrangements for Cost-sharing of Eligible costs. It is not intended that the Cost-sharing principles apply to consequential loss suffered by a Party.

6.2 Cost-sharing formula

6.2.1 Eligible costs associated with a National response agreed by the NMG will be shared in accordance with the following:

- a) The Commonwealth's share will be 50% of Eligible costs.
- b) The state and territory parties' combined share will be 50% of Eligible costs.
- c) Each state or territory party's contribution is determined by reference to that Party's share of the total number of beneficiaries of the National response, according to the following formula:

$$\text{A State/Territory party's share of the combined investment} = \frac{\text{the number of people in that jurisdiction}}{\text{the total number of people in Australia}}$$

- d) The population data used for Cost-sharing calculations will be the most recently available [Australian Bureau of Statistics](#) demographic statistics.

6.2.2 Eligible costs are determined in Schedule 3 – Arrangements for Cost-sharing of Eligible costs.

6.2.3 Eligible costs are only those costs that are above and beyond the resource costs of a Party that exist for, or are required to carry out, its Normal biosecurity commitments and Normal conservation commitments (including technical and operational requirements), unless the NMG agrees they meet the conditions specified in Schedule 3 – Arrangements for Cost-sharing of Eligible costs or an application for consideration has been submitted and agreed by the NMG.

6.3 Funding a Response plan

- a) When a Response plan is implemented, each Party must:
 - i) initially meet its own costs arising from the implementation of the plan, and
 - ii) meet its Cost-sharing obligations.
- b) Subject to an application being made (see item 6.4 Reimbursement of a Party(s)) reimbursement (of net payments) between Parties is to be made no less than annually (or such other longer period as agreed by the NMG).
- c) If there are fewer than the original intended Parties to the Agreement at the time that a National response is enacted, the Cost-sharing formula in item 6.2 will not apply and the cost will be shared as agreed between the Parties that are signatories to the Agreement at that time.
- d) In the event additional parties become signatories per item 12.3, the Parties to the Agreement will agree a new Cost-sharing formula in accordance with provisions for modifying the Agreement in item 12.1.

6.4 Reimbursement of a Party(s)

- 6.4.1 If a Response plan is approved, an Affected party(s) may apply for reimbursement under the Cost-sharing arrangements for Eligible costs incurred as a result of undertaking:
- a) any activity that is part of the Response plan if the Party is the Notifying party(s) and the NMG has agreed to share costs
 - b) activities that are included in the Eligible costs in the Response plan.

6.5 Agreed limit on Cost-sharing obligations under a National response

The obligations of Affected parties, with regard to contributing to Cost-sharing for a National response, will not apply beyond any caps or Agreed limits specified in the Response plan.

- 6.5.1 The NMG may commit up to **\$30 million** (in annual aggregate) towards the Eligible costs associated with all agreed National response activities under this Agreement.
- 6.5.2 The Parties must be in a position to provide their contribution to the amount in item 6.5.1.
- 6.5.3 If the **\$30 million** for Eligible costs is likely to be exceeded in any one financial year, the relevant NMG (and any subsequent NMGs) must seek ministerial approval from all parties to continue activities.
- 6.5.4 The Custodian will be responsible for monitoring expenditure and will report annually to the Commonwealth, state and territory Ministers responsible for Biosecurity matters.

6.6 Accounting for a Response plan

- 6.6.1 All Affected parties must:
- a) keep records, in auditable form, of Eligible costs
 - b) be able to substantiate claims for reimbursement in accordance with the Eligible costs criteria and schedule arising from Eligible costs incurred for each nationally guided response they are involved in.

6.7 Coordination of claims for reimbursement

- 6.7.1 The Custodian will coordinate and collate claims for reimbursement of an Affected party's Eligible costs arising from a nationally guided response and manage:
- a) the receipt and processing of applications from Affected parties for reimbursement of Eligible costs
 - b) verification that an Affected party(s) has provided the information required to satisfy the NMG that:
 - i) the amount of the claim constitutes Eligible costs
 - ii) those Eligible costs have been incurred by the claiming Party in connection with the agreed National response.
 - c) any referral back to the NMG for clarification on what constitutes Eligible costs if this is unclear

- d) the reimbursement of an Affected party's Eligible costs.

6.8 Reporting

- 6.8.1 Each Affected party(s) must provide, at meetings of the CCEAD, or at other agreed times, a written report, setting out its budgeted, committed and actual expenditure relating to a Response plan.
- 6.8.2 Reporting on agreed Response plan expenditure is to occur at 3-monthly periods, or as prescribed by the NMG, in light of the experience of operation. This is outlined in Schedule 2 – Response plan and Attachment A – Response plan accounting and reporting requirements.

6.9 Auditing

- 6.9.1 The NMG may request, at any time, a financial or efficiency audit of the implementation of a Response plan.
- 6.9.2 If the NMG requests an efficiency audit, the audit will be prepared by an external provider as outlined in Schedule 2 – Response plan and Attachment B – Response plan audit requirements.
- 6.9.3 If the NMG requests a financial audit, an external provider will be appointed to provide a formal sign-off on any claims or payments made regarding the Cost-sharing of Eligible costs.
- 6.9.4 The costs of an external provider appointed to undertake an efficiency audit or financial audit of a Response plan will be classed as Eligible costs. (See Schedule 3 – Arrangements for Cost-sharing of Eligible costs.)

7 Governance arrangements

7.1 Institutional structures to support this Agreement

- 7.1.1 The Parties agree that this Agreement will be supported by national institutional arrangements that deliver consolidated, strategic and timely decision-making.
- 7.1.2 The Parties agree to do their best to ensure that their appointed representatives to such bodies, and any of their employees and officers who are given roles or functions under the Agreement, carry out those roles and functions as though they themselves were signatories to the Agreement.

7.2 CCEAD

The CCEAD will have a role under this Agreement, following a determination by the NMG under the EADRA that the H5 HPAI outbreak is not capable of being contained or Eradicated in Wildlife.

- 7.2.1 The CCEAD will:

- a) be formed, have roles and objectives, and meet and conduct its affairs in the manner that is set out in Schedule 4 – Governance arrangements

- b) perform the obligations specified in this Agreement in relation to the National response guidance and in consideration of the scope and objectives of the Agreement.

7.2.2 The membership of the CCEAD will be sufficiently flexible to allow the appropriate agencies involved in the One Health approach to accompany the Affected parties.

7.2.3 The CCEAD will carry out its roles in accordance with Australia's international rights and obligations.

7.3 NMG

A response-specific NMG will have a role under this Agreement, following a determination by the NMG performing a role under the EADRA that H5 HPAI is not capable of being contained or Eradicated in Wildlife.

7.3.1 The NMG will:

- a) be formed, have roles and objectives, and meet and conduct its affairs in the manner that is set out in Schedule 4 – Governance arrangements
- b) perform the obligations specified in this Agreement in relation to the National response guidance and in consideration of the scope and objectives of the Agreement.

7.3.2 The NMG may enact a National response under the Agreement on the advice or at the request of the CCEAD.

7.3.3 The NMG will carry out its role in accordance with Australia's international rights and obligations.

8 Legislative and administrative arrangements

8.1 Maintain relevant legislative and administrative arrangements

Each Party will maintain its legislation, regulations and administrative arrangements and do its best to ensure it supports the commitments in this Agreement.

9 Managing the Agreement

9.1 Representatives of the Parties

9.1.1 Each Party must:

- a) nominate a representative who will be responsible for administering this Agreement on behalf of that Party
- b) notify the Custodian of a change to the Party's representative within 30 days.

9.2 Notifications

9.2.1 Each Party will notify, through its representative, any changes to its circumstances relating to this Agreement.

9.3 Custodian of the Agreement

- 9.3.1 All Parties agree to contribute to Cost-sharing the services of the Custodian of the Agreement in accordance with the Cost-sharing formula of the Agreement.
- 9.3.2 The Commonwealth agrees to act as the Custodian. The level of service it provides may change from time to time based on the direction of the Parties.

10 Dispute resolution

10.1 The process for resolving disputes between Parties

- 10.1.1 If a dispute arises under this Agreement between any or all of the Affected parties, those Parties will work together to resolve the dispute using the following procedures:
- a) Initial discussions will be undertaken by the relevant officials on the NMG. Voting will be conducted in good faith and with a view to resolving the dispute.
 - b) If the dispute is not resolved within 60 days, an independent mediator may be employed to assist the disputing Parties in resolving the dispute. When undertaking this option, the Parties will:
 - i) agree on a suitably qualified person to undertake the mediation process
 - ii) share any costs for the mediation equally, unless otherwise recommended by the person conducting the mediation or the clause does not otherwise allow for alternative dispute resolution.
 - c) If mediation does not resolve the dispute, the matter will be referred to the Ministers responsible for administering the disputing Parties.
- 10.1.2 Despite the existence of a dispute, each Party must continue to meet its obligations under this Agreement.

11 Commencement and Termination

11.1 Commencement

This Agreement will commence operation on the date it is signed by the Commonwealth and at least one of the state or territory parties.

This Agreement may be executed in counterparts. All executed counterparts constitute one validly executed Agreement.

11.2 Term

This Agreement has a 5-year term from the date of Commencement, with a fixed one-year review point.

Parties under the Agreement, on experience of operation, can seek by Consensus to extend the term of the Agreement.

Within the Agreement term, the NMG will determine review points for individual jurisdiction agreed Response plans, to include review of scope and Cost-sharing limits.

11.3 Termination

This Agreement is terminated if:

- a) there are fewer than two Parties to the Agreement, or
- b) the Commonwealth is no longer a Party to the Agreement.

11.4 Withdrawal from the Agreement

11.4.1 If a Party wishes to withdraw from this Agreement, it must give notice to all other Parties and such notice must:

- a) state the Party's intention to withdraw from the Agreement, and
- b) set out the Party's reasons for the withdrawal, and
- c) specify the date on which the withdrawal will be effective, which must be no earlier than 3 months from the date of the notice.

11.4.2 Parties will remain liable for any obligations in respect of Cost-sharing arising pursuant to a Response plan which has been adopted prior to it giving the notice.

12 Amendments to this Agreement

12.1 Amendments to be in writing

The Parties may vary this Agreement by agreement between all Parties through the Commonwealth, state and territory Ministers responsible for Biosecurity matters, or their delegates, in writing or through an exchange of letters.

12.2 Commencement of amendments

12.2.1 In the case of amendments to this Agreement through exchange of letters, amendments commence on the date it is signed by the last of the Parties.

12.2.2 The Custodian will ensure that the terms of the amendments are accurately reflected in the Agreement.

12.3 Addition of other Parties

12.3.1 Parties may be added to this Agreement after the date it commences with the consent of the Commonwealth, state and territory Ministers responsible for Biosecurity matters.

12.3.2 The terms of this Agreement as amended remain in effect if any other State or Territory party is added after its Commencement.

13 Review of this Agreement

13.1 Review

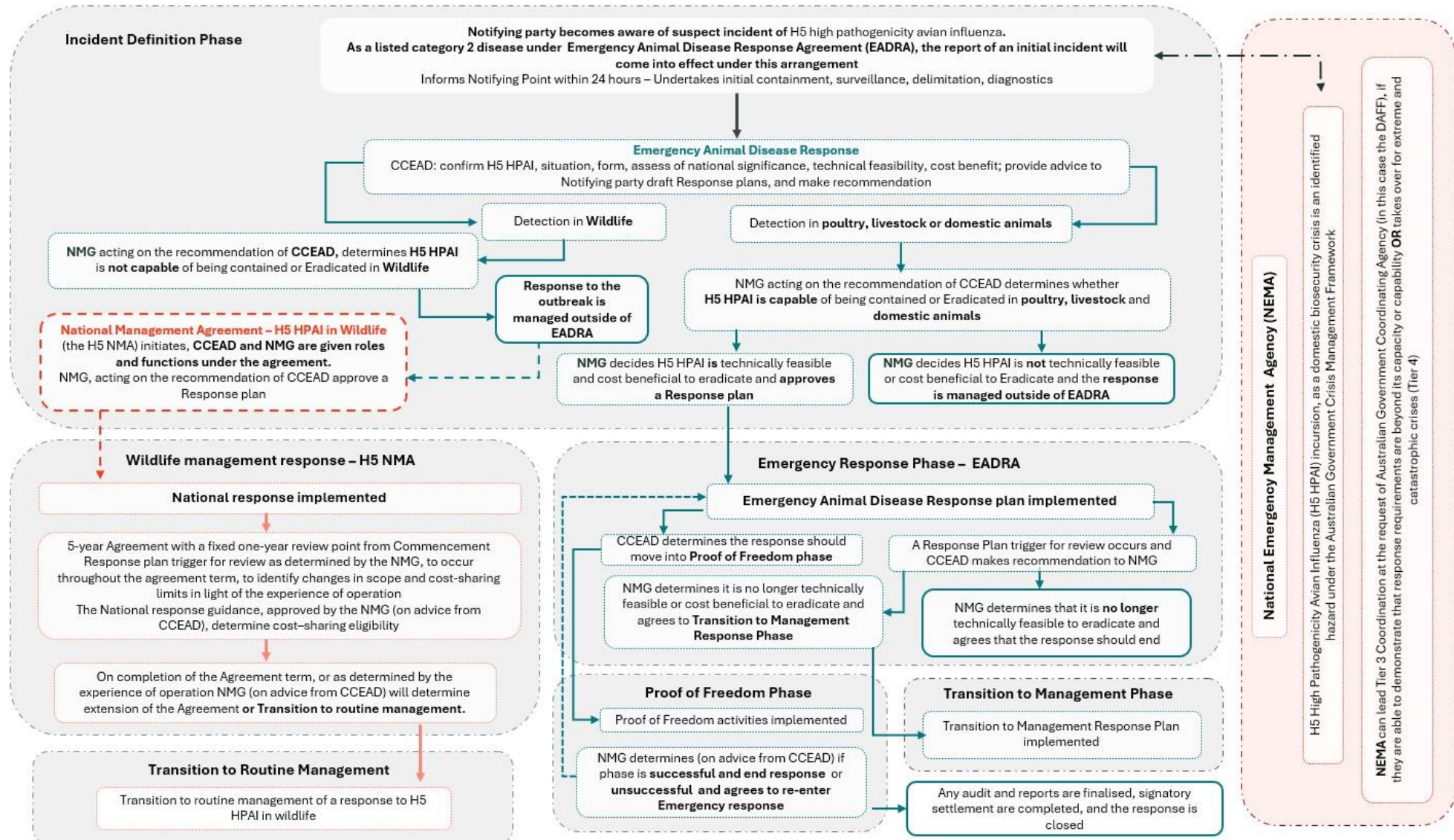
The Custodian will undertake a review of the term of this Agreement consistent with the timeframes in item 11.2 and in light of experience of its operation or when the Custodian deems it appropriate in consultation with the Parties.

13.2 Report to the Ministers

The NMG on behalf of the Parties to the Agreement, upon conducting a review of the Agreement, will ensure a report is prepared for the Commonwealth, state and territory Ministers responsible for Biosecurity matters and in consideration of the One Health approach. The report must include comments on the Agreement's implementation and effectiveness, including any recommendations for amendments.

Schedule 1 – Flow chart for National approach to a response to H5 HPAI in Wildlife

First notification of reported H5 HPAI Incident in Australia (including external territories)



Schedule 2 – Response plan

1 Introduction

This schedule sets out the process to be followed by the Notifying party preparing a Response plan as required under this Agreement, and to be considered by the CCEAD when preparing advice for the NMG.

It also outlines the requirements for managing a Response plan, as required under this Agreement.

2 Developing a Response plan

2.1 Development of a draft Response plan by the Notifying party(s)

When the Notifying party(s) is required, under this Agreement, to develop a draft Response plan, the Response plan must be prepared in consultation with the CCEAD, and in accordance with the following principles:

- a) The requirement to develop and approve a Response plan must not impede the initiation of a rapid emergency response to an Incident of H5 HPAI in Wildlife, by the Notifying party(s) or any other Party, required under this Agreement.
- b) The Response plan must reflect the nature and circumstances of the Incident and objectives of the Agreement.
- c) The Response plan must reflect a One Health approach.
- d) While the key strategies and core operational components of the Response plan must be prepared by the Notifying party(s), some parts will be developed in accordance with a timeframe agreed to by the CCEAD.
- e) All key strategies and core operational activities, including those that are subject to Cost-sharing and those that are not, must be clearly identified in the Response plan.
- f) The content of the Response plan must be prepared in accordance with item 3 of this schedule.

2.2 Provision of the draft Response plan to the CCEAD and NMG

- a) The Notifying party(s) must provide the proposed Response plan to the CCEAD as soon as possible.
- b) The CCEAD, once it agrees the proposed Response plan is fit for purpose, must submit the plan to the NMG for consideration.

2.3 Effect of approval of the draft Response plan

When the NMG has approved the Response plan:

- a) the Parties, that are voting members at the NMG, become committed to the obligations and activities outlined in the plan, and must implement the plan

- b) any variations or proposed variations to the plan or budget must be approved by the NMG before the plan can come into effect. For example, the CCEAD may propose a variation to the plan, or a variation may be required because a Party's legislation limits its ability to undertake the required activities, or the NMG may approve the expenditure of underspent funds from one year in the following year.

3 Response plan protocol

In addition to the requirements of developing a Response plan noted in this schedule, a Response plan must detail all the following matters:

- a) the actions to be undertaken as part of the response, including identifying the Parties that will undertake those actions
- b) the projected budgets and indicative costs, showing both cost-shareable and Normal commitment components by financial year
- c) review points or Upper limit relating to the extent of Cost-sharing. A review point may include the occurrence of a new Incident identified of H5 HPAI in Wildlife in a different location, approaching the Upper limit on expenditure, approaching the point where an Agreed limit of funding has been expended, as well as other indicators of the effectiveness of the response arrangements to date.

4 Management of a Response plan

A Response plan must be implemented by the Affected parties in accordance with:

- a) the applicable legislation
- b) the terms of the plan, ensuring the actions are consistent with the applicable legislation
- c) Australia's international rights and obligations, including those contained in the SPS Agreement and the Convention on Biological Diversity.

Attachment A – Response plan accounting and reporting requirements

1 Statement of expenditure

1.1 Introduction to requirements

- a) This item provides a guide to the structure and content of the report to be submitted by the Notifying party to the Custodian at the end of each financial year and to the CCEAD and the NMG when requested.
- b) The subheadings below may be used as a checklist to help develop the reports. The reports, however, do not necessarily need to refer to all matters covered in the subheadings.
- c) All costs, including those Eligible for Cost-sharing and those that are not Eligible for Cost-sharing, associated with the activity set out in the Response plan should be provided in reports.
- d) The amount of detail will depend on the nature and extent of the Response plan and the stage at which the plan is at.

2 Response plan

Approved expenditure limit	\$
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2.1 Staffing

Agency staffing Salaries and wages of staff employed Eligible staff directly employed with the Response plan (X persons by \$/day by Y days): salaries and wages on-costs (e.g. payroll tax, superannuation, insurance, leave for staff engaged directly)	\$
Contracted staff Fees for consultants, contractors or externally funded staff assisting directly with the Response plan, or who are backfilling existing permanent staff assisting directly with the plan. The fees and allowances will be at rates approved by the NMG or another relevant fee structure.	\$
Financial and/or equivalent in-kind contributions made by non-government entities that are voting members at the NMG.	\$

Volunteers Reimbursements to Volunteer service personnel will be negotiated with the service provider, but, generally, will be limited to out-of-pocket or incidental expenses.	\$
Allowances Meal allowances for all people assisting directly with the Response plan, if meals are not provided (X persons by \$/day by Y days) District allowances for eligible staff (X persons by \$/day by Y days) Penalty rates Accommodation assistance (X persons by \$/day by Y days)	\$

2.2 Operating expenses

Costs of additional staff (X persons by \$/day by Y days)	\$
External laboratory services (\$/test by X tests)	\$
Stores and equipment	\$
Other essential operating costs as determined by the NMG and specified in the Response plan	\$

2.3 Capital costs

Costs arising from obtaining (or obtaining the use of) essential equipment for the immediate servicing needs of the Response plan	\$
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2.4 Owner reimbursement and other costs

Costs (including costs of damage) arising from actions approved by the NMG for the implementation of a Response plan and other costs as determined and approved by the NMG that meet National response priorities and scope of the Agreement.	\$
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3 Monitoring of expenditure

3.1 NMG to set Upper limit of expenditure

The NMG will set an Upper limit and review points on expenditure by reference to:

- a) the indicative budget that forms part of the approved Response plan
- b) the willingness of the Parties to commit to that limit, having regard to the Cost-sharing principles.

3.2 Commitment of expenditure by the Parties

The Parties may commit expenditure without reference to the NMG, provided the budget and actual expenditure reported to the NMG from time to time (in accordance with item 3.1 of this attachment) are within the conditions set for the approved Response plan.

3.3 Review of Upper limit of expenditure

The Upper limit should be regularly reviewed by the NMG and communicated to the Affected parties involved in implementing the Response plan.

3.4 Effect of Upper limit of expenditure

Expenditure in excess of the Upper limit may not be approved by the NMG for Cost-sharing.

Attachment B – Response plan audit requirements

1 Introduction

This attachment sets out the detailed requirements for:

- a) efficiency audits obtained by the NMG in accordance with accounting and auditing requirements of the Agreement
- b) financial audits arranged and obtained by the Notifying party(s) in accordance with accounting and auditing requirements of the Agreement.

2 Efficiency auditing

2.1 Role of the efficiency auditor

The efficiency auditor should undertake a systematic and independent examination to determine whether activities undertaken by the Affected parties comply with the National response and the approved Response plan is being implemented effectively and will achieve its objectives.

2.2 Matters relevant to the efficiency auditor

The efficiency auditor must have regard to whether:

- a) the activities detailed in the approved Response plan are being implemented as described
- b) the activities of the Notifying party(s) are being conducted in an effective and efficient manner
- c) the costs:
 - (i) incurred by the Notifying party, or any other Affected party, are in accordance with the plan, and
 - (ii) that those Affected parties agree to Cost-sharing are valid, accurate and in accordance with the Eligible costs criteria.
- d) if necessary, a recommendation for corrective action to modify the Response plan is required.

2.3 Frequency of efficiency audits

- a) The efficiency auditor may be required to undertake progressive audits during the course of the Response plan's implementation:
 - (i) as required by the Affected parties
 - (ii) at the end of each 6 months (or any other agreed period) from the start of the response.

- b) If the activity in 2.1 of this attachment is undertaken, the efficiency auditor must provide a final report to the NMG at the end of the response.

3 Financial auditing

3.1 Matters relevant to the financial auditor

The financial auditor must have regard to the following:

- a) attestation of financial data incorporated in prescribed financial statements prepared by the Affected parties seeking Cost-sharing payments, including the expression of an opinion as to whether the financial statements fairly present the financial position and the results of financial operations in terms of this Agreement, accounting standards and other administrative guidelines
- b) examination of financial systems and transactions, including an evaluation of compliance with this Agreement
- c) reporting of observations or suggestions about any matters arising from audits that the auditor considers should be brought to the attention of the Affected parties or the NMG
- d) where they become apparent in the course of the audit, the identification of any potential claims or litigation matters which may involve any Affected parties, whether jointly or individually, and the extent of any exposure to such claims or litigation
- e) any other activities and issues that the Affected parties may require.

3.2 Financial auditor to have access to records

The financial auditor is entitled, at any reasonable time, to full and free access to all documents, records and property relevant to an audit, and should receive the necessary cooperation from all Affected parties in undertaking an audit.

3.3 Frequency of financial audits

If requested by the NMG, a final financial audit report will be provided to all Affected parties and the NMG at the end of the response (or on another date agreed to by the Affected parties).

3.4 Compliance with auditing standards

The financial audits must be conducted in accordance with Australian auditing standards.

Schedule 3 – Arrangements for Cost-sharing of Eligible costs

1 Introduction

This schedule sets out the Agreement's Eligible costs and Cost-sharing arrangements. Eligible costs are only those costs that are above and beyond the resource costs of a Party that exist for, or are required to carry out, its Normal biosecurity and Normal conservation commitments.

2 Principles of Cost-sharing

2.1 Assessments prepared for the CCEAD and NMG

The Notifying party(s) must meet the costs of preparing the assessments to be provided to the CCEAD and the NMG for their consideration as to whether a Response plan is required.

3 Eligible costs

Eligible costs are as set out in this item, provided they are above a Party's Normal commitment, as determined by the NMG.

3.1 Salaries and wages, and other reasonable personnel costs, pertaining to and generated by a Response plan

a) The following are Eligible costs:

- (i) salaries, wages or fees for staff, consultants, contractors and/or externally funded staff engaged by a Party to assist directly with the implementation of a Response plan and for staff/consultants engaged to backfill positions of existing permanent staff assisting directly with a Response plan
- (ii) allowances for staff, consultants, contractors and/or externally funded staff engaged in the implementation of the Response plan, including:
 - (A) meal allowances
 - (B) district allowances
 - (C) penalty rates
 - (D) accommodation assistance
 - (E) payroll tax, workers' compensation insurance, superannuation and leave for staff specifically recruited as a result of the implementation of the Response plan
- (iii) where normal employment conditions provide for payment of overtime, overtime incurred directly as a result of the implementation of the Response plan
- (iv) fees and allowances to private veterinarians employed or contracted by the Parties to assist with the implementation of the Response plan, up to the level of the fees and allowances structure as agreed by the NMG.

- (v) reimbursements to Volunteer and defence personnel as negotiated with the service provider but which should provide primarily for out-of-pocket or incidental expenses. If the basis of engagement of Volunteer or defence personnel is other than primarily for out-of-pocket expenses, then with express approval of the NMG
 - (vi) reasonable costs incurred through the delivery of training related to skills required to carry out work related specifically to response activities at a rate agreed by the NMG.
- b) The following are not Eligible costs:
- (i) salaries or consultancy fees of staff/consultants who are, or would be, engaged by government, irrespective of the implementation of the Response plan
 - (ii) salaries or wages of staff seconded across Commonwealth, state or territory borders
- c) salaries, wages or consultancy fees specified at b(i) and/or b(ii) may be Cost-shared if agreed by the NMG, but only when the NMG determines Cost-sharing is justified.

3.2 Operating expenses directly incurred to deliver a Response plan

- a) The following are Eligible costs:
- (i) operating expenses incurred directly by a Party(s) when undertaking activities required by a Response plan, including stores and consumables
 - (ii) For laboratory or Waste management services provided internally by a Commonwealth, state or territory government agency, and the cost of additional staff and operating costs incurred as a result of activities required by the agreed priorities of the Response plan will be eligible for Cost-sharing.
 - (iii) For laboratory or Waste management services (e.g. landfill) provided to a Commonwealth, state or territory government by an external source to assist in the implementation of the Response plan:
 - (A) when the specified contracted level of service is exceeded, an amount equivalent to the marginal cost incurred by a comparable government laboratory or Waste management service provider for that additional service
 - (B) where there is no specified contracted service level, an amount not exceeding the full price that would be charged by a comparable government laboratory or Waste management service provider for those services.
- b) The following are not Eligible costs:

- (i) costs that are part of an organisation's/Party's indirect costs or overheads, such as rent, utilities or administrative services, unless they are specifically allocable to the Response plan activities.

3.3 Capital costs

- a) The following are Eligible costs:

- (i) direct costs arising from obtaining (or obtaining the use of) essential equipment for the immediate servicing needs of a Response plan.

- b) The following are not Eligible costs:

- (i) capital expenditure on major items such as motor vehicles or buildings, unless on application made to the NMG for consideration it is determined to fit within the scope of the Response plan
- (ii) capital expenditure for items, or like items, that have been funded through separate agreements related to H5 HPAI preparedness.

3.4 Owner reimbursement

Eligible costs (including costs of damage) arising from actions approved by the NMG for the implementation of a Response plan.

- a) The following are Eligible costs:

- (i) direct costs arising from actions undertaken as part of a National response to H5 HPAI in Wildlife
- (ii) direct costs arising from actions to prevent the spread of H5 HPAI where the resulting impacts are predominantly relating to Wildlife
- (iii) costs of property that has been destroyed as a result of actions undertaken as part of a response to an Incident of H5 HPAI that predominantly affects Wildlife
- (iv) costs arising from actions undertaken as part of a response, for example, additional control measures, special cleaning of machinery or equipment, slipway costs.

- b) The following are not Eligible costs:

- (i) the actual cost of replacing species that have been destroyed for the purposes of actions undertaken as part of a National response to H5 HPAI in Wildlife
- (ii) costs (or any part of costs) where the owner, who would otherwise be entitled to owner reimbursements in accordance with this item, has been convicted of any offence which was or is directly related to actions undertaken as part of a National Biosecurity response

- (iii) costs that are attributable to:
 - (A) loss of profits
 - (B) loss occasioned by a breach of contract
 - (C) loss of production, or
 - (D) any other consequential loss whatsoever.

3.5 Other costs

The following costs are determined by National response guidance and scope of the Agreement.

- a) The following are Eligible costs:
 - (i) costs associated with direct protective activities for priority species threatened by an H5 HPAI incursion and that are covered in an approved Response plan (such as relocation; extraction and short-term captivity; extraction of genetic material; rescheduling or relocating planned releases into nature of captive priority species; carcass management), noting the exclusion of any costs already covered under Conservation activities funded outside this Agreement. Final eligibility of costs in this category to be determined by the NMG
 - (ii) vaccination considered as a supplementary measure to Biosecurity and other control practices in specific situations, where threatened and other priority species are at particular risk and falls within the scope of an approved Response plans. Final eligibility of costs in this category to be determined by the NMG.
- b) The following are not Eligible costs:
 - (i) Conservation activities, captive breeding programs or other long-term arrangements to secure threatened species that may be considered beyond the scope of a response under this Agreement (but which may be considered by the NMG on a case-by-case basis)
 - (ii) research activities conducted on affected Wildlife to inform broader studies of H5 HPAI, not directly contributing or related to Response plan activities.

4 Audited statements of Eligible costs

- a) To help it determine the Affected parties' respective contributions to Eligible costs, the NMG may seek an audited statement of expenditure from any Affected party(s) at any time during, or on completion of, a National response.
- b) Affected parties are required to maintain auditable records of Eligible costs in accordance with this Agreement.
- c) The reasonable costs incurred by:
 - (i) the NMG in obtaining efficiency audits of this Agreement, and in accordance with item 6.9 of this Agreement and in accordance with Attachment B – Response plan audit requirements.
 - (ii) all Affected parties in maintaining accounts and records as of this Agreement
 - (iii) the Notifying party(s) when:
 - (A) preparing the reports required by, and in accordance with, this Agreement, and
 - (B) obtaining financial audits required by this Agreement, and in accordance with, are Eligible costs.

Schedule 4 – Governance arrangements

The governance arrangements under this Agreement utilise established governance bodies that are convened for emergency animal disease outbreaks under EADRA. These bodies have the flexibility within their existing operating guidelines to ensure the provision of technical expertise under a One Health approach to facilitate responsible decision-making to manage cross-sectoral impacts.

1 Interoperability of governance

The CCEAD and the NMG are authorised to make decisions under the two decision-making frameworks (EADRA and H5 NMA).

The composition of each committee (including members, advisers and observers) is tailored to ensure appropriate expertise is available for decision-making under each framework and meet the objectives articulated in each agreement.

In the event of concurrent H5 HPAI outbreaks in Wildlife and livestock in Australia, each committee will meet to consider the outbreak as a whole. However, the committees will make separate decisions for the purpose of each agreement and will comprise different members, advisers and observers depending on which agreement is being considered (i.e. EADRA or H5 NMA). Some Parties will participate as members across both agreements.

2 NMG for consideration of H5 HPAI in Wildlife

2.1 Membership composition

A representative of each of the relevant Parties who should be:

- a) the Secretary of the Department of Agriculture, Fisheries and Forestry (Chair)
- b) the Chief Executive Officer of the state and territory government parties
- c) representative of the Australian Government Department of Agriculture, Fisheries and Forestry.

2.2 Advisers and observers

- a) Senior executives from Health and Environment portfolios (Commonwealth, state and territory governments)
- b) Wildlife Health Australia
- c) members of the National Biosecurity Communication and Engagement Network (NBCEN)
- d) CCEAD Chair and Secretariat
- e) Agreement Custodian representative.

Advisers' and observers' participation in discussion are to be conducted through the Chair or through their voting member.

While advisers and observers (non-voting members) do not participate in decision-making or voting, given the scope and objectives of this Agreement, cross-sectoral representatives' advice should have appropriate weight in decision-making.

2.3 Terms of reference

The NMG will:

- a) receive advice from the CCEAD on technical issues relating to H5 HPAI
- b) receive regular reports from the CCEAD, including budgeted, committed and actual expenditure on an H5 HPAI Response plan
- c) perform all obligations specified in this Agreement
- d) have responsibility for the key decisions in an H5 HPAI response, including:
 - (i) the approval of an H5 HPAI Response plan in relation to the National response priorities
 - (ii) will consider the scope and outcomes of the Agreement, which include indicative budget in any decision-making
 - (iii) make decisions on Cost-sharing of Eligible costs in alignment with principles set out in the Agreement for the implementation of Response plans
 - (iv) the setting of an Upper limit on expenditure from time to time, below which Response plan expenditure may be committed without reference to the NMG
 - (v) the review of a H5 HPAI Response plan where it believes the cost may exceed the Upper limit on expenditure or Agreed limit
 - (vi) the determination of whether a Party has acted appropriately in the matter of reporting of a H5 HPAI Incident
 - (vii) determine (on advice from the CCEAD) that a response under this Agreement has moved beyond the scope and purpose of the Agreement and consider Transition to routine management. The NMG may agree on a timeframe for Transition to routine management to be implemented, at the end of which the response will move outside this Agreement.

2.4 Meetings

- a) The NMG will meet as necessary to consider policy and financial issues associated with the National H5 HPAI response and to ensure effective management.
- b) Members may be represented at the meeting by a delegate.
- c) Decisions must be made by Consensus.

- d) Members may be accompanied by advisers who have specific expertise, but these persons will not be a party to decisions. However, One Health considerations should hold appropriate weight in decision-making.
- e) Members of the NMG and their delegates need to be available at short notice (less than 24 hours).
- f) CCEAD will communicate with the NMG via the Chair of the CCEAD.
- g) Secretariat services will be provided by the Department of Agriculture, Fisheries and Forestry, which will provide reports of meetings to each of the Affected parties.

3 CCEAD role in respect of H5 HPAI in Wildlife

The role of the CCEAD in respect of H5 HPAI in Wildlife is to effectively and efficiently coordinate the National technical response to, and to advise meetings of the NMG on, an outbreak of H5 HPAI in Wildlife in accordance with this Agreement.

3.1 Membership composition

The members of CCEAD comprise:

- a) the Australian Chief Veterinary Officer
- b) all state and territory chief veterinary officers (or delegates)
- c) up to two representatives from the Department of Agriculture, Fisheries and Forestry:
 - (i) one of the representatives should be the Chief Environmental Biosecurity Officer
- d) one representative nominated by the Australian Centre for Disease Preparedness, of the Commonwealth Scientific Industrial Research Organisation (CSIRO).

3.2 Advisers and observers

Representatives from the following entities attend the CCEAD as observers:

- a) health and environment agencies of the Commonwealth, state and/or territory governments directly involved in the H5 HPAI outbreak response
- b) Wildlife Health Australia
- c) NMG Secretariat
- d) NBCEN (i.e. NBCEN Chair or their delegate).

The Chair has discretion to invite additional observers should the need arise. Members may be accompanied by advisers who have specific expertise.

While advisers and observers do not participate in decision-making, they participate in discussions at the CCEAD when requested by the Chair or voting member as appropriate.

The number of advisers and observers that may accompany members is set out in the CCEAD Operating Guidelines and must be kept to the essential minimum. All attendees must be announced and recorded as 'present' in the minutes. Members are responsible for ensuring that the observers that they invite abide by the requirements of the CCEAD Operating Guidelines, including confidentiality requirements.

3.3 CCEAD role in respect to a National response to H5 HPAI in Wildlife

The CCEAD will:

- a) receive formal notification from government Parties on suspected and confirmed H5 HPAI Incidents in Wildlife
- b) advise the NMG if a Response plan is required
- c) recommend to the NMG a Response plan
- d) advise the NMG on the status of an Incident of H5 HPAI in Wildlife and any resulting changes to National response guidance or priorities; and effectively and efficiently coordinate the technical aspects of that response
- e) consider regular reports on progress or experience of operation of a response and develop a Consensus on further actions required
- f) provide regular, consolidated progress updates to the NMG on the status of the National response
- g) determine when a response under this Agreement has moved beyond the scope and purpose of the Agreement and provide advice and recommendations to the NMG on whether a Transition to routine management is appropriate.

3.4 Scope of CCEAD in providing technical and expert advice to a National response to H5 HPAI in Wildlife

The CCEAD provides expert technical advice to the NMG, to support determinations on whether a Response plan will achieve the intended outcome under this Agreement, having regard to the National response guidance where practical and appropriate. This includes advice on the following elements:

- a) the control/containment technique options and limitations
- b) the resources required to undertake response activities including any surge control measures
- c) the epidemiology, spread and estimated distribution of H5 HPAI, including identifying areas that are potentially affected by the Incident have been identified
- d) the estimated impacts of H5 HPAI on Wildlife populations and priority species.

3.5 Meeting

Participation in the CCEAD requires a commitment by all Parties to exercise goodwill and cooperation in making decisions regarding an H5 HPAI outbreak in Wildlife, having regard to the best interests of all Parties and cross-sector impacts. Decisions must be taken by Consensus, meaning the making of decisions by general agreement (which may involve a measure of compromise necessary to ensure a workable outcome), and that none of the Parties actively participating in the decision-making process opposes the decision.

Provided that all Affected parties have received due notice and have had an opportunity to participate, the abstention of a member, whether present or not, does not negate the operation of a Consensus decision or the degree to which it binds all Parties under the Agreement.

SIGNING PAGE

SIGNED FOR AND ON BEHALF OF EACH OF THE PARTIES:

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Julie Collins MP

Minister for Agriculture, Fisheries and Forestry

Date:

Signed for and on behalf of the Australian Capital Territory by

Ms Suzanne Orr MLA

Minister for Climate Change, Environment, Energy, and Water

Date:

Signed for and on behalf of the State of New South Wales by

The Honourable Tara Moriarty MLC

Minister for Agriculture

Date:

Signed for and on behalf of the Northern Territory of Australia by

The Honourable Gerard Maley MLA

Minister for Agriculture and Fisheries

Date:

Signed for and on behalf of the State of Queensland by

The Honourable Anthony Perrett MP

Minister for Primary Industries

Date:

Signed for and on behalf of the State of South Australia by

The Honourable Clare Scriven MLC

Minister for Primary Industries and Regional Development

Date:

Signed for and on behalf of the State of Tasmania by

The Honourable Jane Howlett MP

Minister for Primary Industries and Water

Date:

Signed for and on behalf of the State of Victoria by

The Honourable Ros Spence MP

Minister for Agriculture

Date:

Signed for and on behalf of the State of Western Australia by

The Honourable Jackie Jarvis MLC

Minister for Agriculture and Food

Date:
