

# National Forest Pest Surveillance **Collaboration Agreement**

Version 1.0

This version of the National Forest Pest Surveillance Collaboration Agreement is current at:

July 2022

This Collaboration Agreement can be varied with the approval of all the parties. Please contact Plant Health Australia to confirm whether this document is the most current version before relying on the information contained.

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## Parties

**Australian Forest Products Association Ltd.** (ABN 40 008 621 510) of 24 Napier Close, Deakin, ACT 2600.

**Commonwealth of Australia** (acting through its Department of Agriculture, Fisheries and Forestry ABN 24 113 085 695) of 7 London Circuit, Canberra City ACT 2601.

**Invasive Species Council Inc.** (ABN 27 101 522 829) of PO Box 818, Katoomba NSW 2780.

**Forest and Wood Products Australia** (ABN 75 127 114 185) of Level 11, 10-16 Queen Street, Melbourne, VIC, 3000.

**Minister for Primary Industries and Regional Development** (acting through the South Australian Research and Development Institute ABN 53 763 159 658) of 2b, Hartley Grove, Urrbrae SA 5064.

**NRM Regions Australia Ltd.** (ABN 49 641 532 578) of 79 Yarragee Rd, Moruya NSW, 2537.

**Plant Health Australia Limited** (ABN 97 092 607 997) of Level 1, 1 Phipps Close, Deakin ACT 2600.

**The Northern Territory of Australia** (acting through its Department of Industry, Tourism and Trade ABN 84 085 734 992) of Berrimah Farm Science Precinct, Makagon Road, Berrimah NT 0828.

**The State of New South Wales** (acting through its Department of Regional NSW (Dept. Primary Industries) ABN 19 948 325 463) of 105 Prince Street, Orange NSW 2800.

**The State of Queensland** (acting through its Department of Agriculture and Fisheries ABN 66 934 348 189) of 41 George Street, Brisbane Qld 4000.

**The State of Tasmania** (acting through its Department of Natural Resources and Environment Tasmania ABN 58 259 330 901) of 1 Franklin Wharf, Hobart TAS 7001.

**The State of Victoria** (acting through its Department of Jobs, Precincts and Regions ABN 83 295 188 244) of 1 Spring Street, Melbourne VIC 3003.

**The State of Western Australia** (acting through the Department of Primary Industries and Regional Development ABN 18 951 343 745) of 3 Baron-Hay Court, South Perth WA 6151.

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## Preamble

The Parties to this Collaboration Agreement agree that:

- I. Australia's forests and urban trees are of significant economic, environmental, heritage and cultural value and constitute part of Australia's national assets.
- II. The underlying risk of exotic forest pests to Australia's forest assets is ongoing and increasing.
- III. All Parties have a mutual interest in sustaining and improving Australia's biosecurity system to conserve Australia's unique native forests, maintain urban tree assets and underpin the sustainability of Australia's forest resources.
- IV. The establishment of a National Forest Pest Surveillance Program will enhance Australia's biosecurity system through coordinated, risk-based forest pest surveillance activities, enabling early detection of exotic forest pests and improving the likelihood of successful pest eradication or containment before significant impacts occur.
- V. The Program will occur in conjunction with, and be complementary to, existing arrangements in place to manage forest pest surveillance across the biosecurity continuum.
- VI. This Collaboration Agreement will not alter the existing roles and responsibilities for plant pest incursions as agreed by signatories to the EPPRD.

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# Operative Provisions

## 1 Definitions

**Affected Party** has the meaning given in [Schedule 1 , section 1.8.2](#).

**AFPA** means the Australian Forest Products Association and specifically, the Growers Chamber.

**AOP** means an Annual Operations Plan developed by the OT and approved by the NFBSG.

**AOR** means an Annual Operations Report developed by the OT and approved by the NFBSG.

**Applicant** has the meaning given in [clause 6.1](#).

**APVMA** means the Australian Pesticides and Veterinary Medicines Authority.

**Collaboration Agreement** means this Collaboration Agreement.

**Commonwealth** means the Commonwealth of Australia as represented by its signatory agency.

**Confidential Information** means all know-how and commercially valuable or sensitive information, including information designated under this Collaboration Agreement as Confidential Information, (in whatever form) disclosed by a Party to one or more other Parties for the purposes of this Collaboration Agreement, but does not include information that:

- a) is already in the public domain or, after the date of this Collaboration Agreement, becomes part of the public domain otherwise than as a result of an unauthorised disclosure by the receiving Party or its representatives;
- b) is or becomes available to the receiving Party from a third party lawfully in possession of that information and which has the lawful power to disclose such information to the receiving Party on a non-confidential basis; or
- c) was in the lawful possession of the receiving Party without restrictions as to its use or was developed independently by the receiving Party (as shown by its written records or other evidence) prior to the date of disclosure to it under this Collaboration Agreement.

**Consensus** means, in respect of a decision to be taken on an issue, that none of those persons present when the decision is taken are opposed to it, although:

- a) persons present during the discussion may have expressed contrary views;
- b) achieving the consensus may have required a measure of compromise to ensure a workable outcome; and
- c) some entitled to be present may not be present and some may abstain from participating in the decision.

**Discloser** has the meaning given in [clause 12.1\(c\)](#).

**EPPRD** means the Emergency Plant Pest Response Deed.

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**Existing Material** means Material that is:

- a) owned or licensed by one of the Parties, which is in existence prior to execution of this Collaboration Agreement; or
- b) created or provided by one of the Parties other than as part of its Program services,

and which may be used to prepare the Program Material or perform the Program services.

**Failing Party** has the meaning given in [clause 8.1](#).

**Forests** refers to the trees in native forests and woodlands, plantation forests and amenity forests found in our urban and peri-urban streets and parklands

**Funding Party** means a Party to this agreement that has provided cash or in-kind contributions to the Program set out in an AOP.

**FWPA** mean Forest and Wood Products Australia.

**Government Party** means the Commonwealth and each State Party.

**HRS** means a high risk site, which is a site identified as high-risk for the entry and/or establishment of an exotic pest.

**Intellectual Property Rights** means all intellectual property rights, including the following rights:

- a) patents, copyright, plant breeder's rights, rights in circuit layouts, designs, trademarks and domain names and goodwill;
- b) any application or right to apply for registration of, or to protect, any of the rights referred to in paragraph a); and
- c) all rights of a similar nature to any of the rights in paragraphs a) and b) that may subsist in Australia or elsewhere,

whether or not such rights are registered or capable of being registered.

**Material** includes documents, equipment, software, goods, information and data stored by any means and the material from of any category of Intellectual Property Rights.

**Meeting** means participation in meetings which includes participation by:

- a) telephone;
- b) videoconference; or
- c) any other means of communication that the chair of the meeting determines to be suitable.

**NEBRA** means the National Environmental Biosecurity Response Agreement.

**NFBSG** means the National Forest Biosecurity Steering Group, which has the terms and roles set out in [Schedule 1](#) .

**Notice of Dispute** has the meaning given in [clause 11.1](#).

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**Operations Manual** means the document outlining the National Forest Pest Surveillance Program’s agreed methods, standards and processes.

**OT** means Operations Team composed of a representative of AFPA, PHA and Participant Coordinators. The OT is jointly responsible for collaborative planning and reporting of Program activities as set out in [clause 20](#).

**PAR** means the Participant Activity Report provided by each Participant on a yearly basis, as set out in the Operations Manual.

**Participants** means any agencies, organisations or contractors undertaking activities funded through the processes set out in this Collaboration Agreement.

**Participant Coordinator** means the personnel nominated by a Participant to join the OT and assist PHA with the implementation of the Program.

**Party** means a signatory to this Collaboration Agreement and Parties means two or more of them.

**Party Participant** has the meaning given in [clause 24.3](#).

**Personal Information** has the meaning given in [clause 13.1\(a\)](#).

**PHA** means Plant Health Australia.

**Principles** has the meaning given in [clause 13.1\(b\)](#).

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Program** means the National Forest Pest Surveillance Program established by this Collaboration Agreement, which has the methods, standards and processes that are described in the Operations Manual.

**Program Material** means all Material:

- a) created by a Participant as part of its Program services;
- b) provided or required to be provided by the Participant to PHA as part of the Program services; or
- c) derived at any time from the Material referred to in paragraphs (a) or (b).

**RDE** means research, development and extension.

**Receiving Party** has the meaning given in [clause 29.4](#).

**Relevant Parties** has the meaning given in [clause 11.3](#).

**SS** means Stakeholder Surveillance which is undertaken by stakeholders that are non-expert in pest detection or surveillance, often done as part of other everyday tasks. In this case, stakeholders of trees and forests e.g., arborists, local government staff, botanic garden staff or foresters who may report pests observed.

**States** means each State and Territory government, as represented by the relevant signatory agency, and all of them collectively.



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**State Privacy Acts** has the meaning given in [clause 13.1\(a\)](#).

**Supplying Party** has the meaning given in [clause 29.4](#).

**Virtual or Hybrid Meeting Technology** means radio, e-mail, telephone, facsimile, computer, Internet, closed circuit television or other electronic means of communication.

## 2 Interpretation

Unless the contrary intention appears:

- 2.1. a schedule, annexure or other attachment to this Collaboration Agreement forms part of this Collaboration Agreement;
- 2.2. the singular includes the plural and vice versa, and each gender includes the other gender;
- 2.3. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- 2.4. a reference to a person includes a natural person, partnership, body corporate, association, government or local authority or agency or other entity;
- 2.5. words of inclusion such as 'including' and 'for example' are to be read as being without limitation;
- 2.6. a reference to 'dollars', '\$' or 'AUD' is to Australian dollars; and
- 2.7. a reference to time is to Australian Eastern Standard Time (AEST or AEDST) unless otherwise specified

## 3 Purpose

- 3.1. The purpose of this Collaboration Agreement is to:
  - (a) Assist the Parties to implement the Program.
  - (b) Confirm the roles and responsibilities that the Parties have agreed to perform in order to implement the Program effectively and efficiently.
  - (c) Describe the Program's:
    - (i) desired outcomes;
    - (ii) operational arrangements; and
    - (iii) financial arrangements.

## 4 Term

- 4.1. This Collaboration Agreement will commence on the date it is signed by the Commonwealth, PHA, AFPA and at least three (3) other Parties.

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- 4.2. This Collaboration Agreement will be for an initial period of five (5) years unless the Parties agree in writing to terminate it earlier.

## 5 Review

- 5.1. The Parties must undertake a review of the implementation of this Collaboration Agreement and the Program within three (3) years after its commencement. This review is to be undertaken by an independent third party.
- 5.2. The terms and objectives of the review will be developed by the NFBSG.

## 6 Admission

- 6.1. A person that is not an original Party to this Collaboration Agreement (**Applicant**) may apply to become a Party to this Collaboration Agreement by making a written application to PHA.
- 6.2. An application by an Applicant must not be conditional on amendment of the Collaboration Agreement.
- 6.3. On receipt of an application from an Applicant, PHA must:
- (a) circulate the application to the Parties within 10 working days;
  - (b) coordinate inquiries or discussions between the Applicant and the Parties; and
  - (c) advise the Parties of the outcomes of any inquiries or discussions with an Applicant.
- 6.4. Admission of an Applicant to this Collaboration Agreement will occur if the Parties, each of which is entitled to one vote, vote in favour of that admission:
- (a) at a Meeting of the Parties convened by PHA not more than three (3) months after receipt of the application; or
  - (b) by written response to a draft resolution circulated by PHA not more than three (3) months after receipt of the application.
- 6.5. The resolution to admit a new Party to this Collaboration Agreement will be passed if both:
- (a) 75% of votes received at the Meeting or in response to the circulated resolution are in favour of the admission; and
  - (b) the votes received at the Meeting or in response to the circulated resolution include votes from all Funding Parties.
- 6.6. If a circulated resolution referred to in [clause 6.4\(b\)](#) fails, the resolution must be put to a Meeting of the Parties pursuant to [clause 6.4\(a\)](#) for further consideration within two (2) months. If the resolution is passed at the Meeting, the Applicant will be admitted into the Collaboration Agreement.

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- 6.7. An Applicant will become a Party upon its execution of a Deed of Accession to this Collaboration Agreement in the form set out in [Schedule 2](#) .

## 7 Withdrawal

- 7.1. Any Party other than PHA may withdraw from this Collaboration Agreement by giving not less than six (6) months' notice in writing to PHA.
- 7.2. The withdrawing Party will remain liable, even after its withdrawal, for liabilities accrued under this Collaboration Agreement up to the date on which the notice takes effect (i.e. the date specified in the notice, being a date not less than six (6) months after the date of service of the notice on all Parties).
- 7.3. For clarity:
- (a) the withdrawing Party will be required to provide its allocated Program services up to the date on which the notice takes effect. Any unspent allocated Program funds must be repaid to PHA; and
  - (b) if the withdrawing party is not able to provide the Program services it was allocated, it must repay any allocated Program funds it received to PHA.
- 7.4. If a Party withdraws from the Collaboration Agreement, PHA must, within 60 days of the date on which it receives the notice of withdrawal, convene a Meeting of the remaining Parties to consider the implications for the Collaboration Agreement and the Program of the withdrawal of the Party.

## 8 Removal

- 8.1. If a Party fails to comply with the terms of this Collaboration Agreement (**Failing Party**), the other Parties may, acting reasonably, remove the Failing Party from participation in this Collaboration Agreement by terminating it as a Party to the Collaboration Agreement, provided that the Failing Party is:
- (a) advised, in writing by PHA, of the reasons for the proposed removal; and
  - (b) afforded the opportunity to make written submissions to, and to be heard by, the other Parties.
- 8.2. Termination of the Failing Party as a Party must be by unanimous agreement of all other Parties other than the Failing Party, upon which agreement the Failing Party will cease to be a Party to this Collaboration Agreement.
- 8.3. A Failing Party terminated pursuant to [clause 8.2](#) will remain liable, even after its termination, for liabilities accrued to other Parties under this Agreement up to the date on which it is terminated as a Party.
- 8.4. The other Parties will not be liable for any loss caused to or suffered by the removed Failing Party resulting from its termination as a Party pursuant to [clause 8.2](#).

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## 9 Variation

- 9.1. Unless specified otherwise in relation to a particular clause or Schedule, if any of the Parties wish to vary this Collaboration Agreement, all Parties must negotiate in good faith in regard to:
- (a) the variation; and
  - (b) the effect of that variation upon the existence and operation of the Program and Collaboration Agreement.
- 9.2. The Parties may vary the Collaboration Agreement by the following process:
- (a) the Party(s) wishing to propose a variation must do so in writing to PHA setting out the proposed variation(s) together with a brief statement of its purpose;
  - (b) PHA must serve a notice on each Party setting out the proposed variation(s) together with a brief statement of its purpose;
  - (c) each Party must advise PHA, in a 'Nomination of Authorised Signatory' notice conforming with [Schedule 3](#), the details of the person authorised by the Party to approve on behalf of the Party a variation to this Collaboration Agreement;
  - (d) each Party may signify its approval of the proposed variation(s) by returning a duly completed notice of 'Variation of Collaboration Agreement' conforming with [Schedule 3](#); and
  - (e) the variation(s) take(s) effect from the date on which PHA gives notice to the Parties that it has received executed notices from all Parties.
- 9.3. A variation to this Collaboration Agreement will only be:
- (a) of any force or effect when it has been confirmed in writing, signed by each Party; and
  - (b) effective only to the extent for which it has been made or given.

## 10 Amendment of Schedules

- 10.1. If a process is conducted pursuant to this Collaboration Agreement, and the final step of the process requires PHA to make an amendment to a Schedule, PHA may make the amendment by providing to all Parties a copy of the amended Schedule (version numbered and dated for identification purposes and once it has been endorsed by the NFBSG), together with a statement of the particulars of the process or notice.
- 10.2. A Party may lodge an objection to the amended Schedule by giving a written notice which must:
- (a) set out the reasons for the objection; and

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- (b) be received by PHA no later than 30 days after the date of despatch of the amended Schedule by PHA pursuant to [clause 10.1](#).
  - 10.3. On receipt of an objection pursuant to [clause 10.2](#), the amended Schedule is of no force or effect.
  - 10.4. Provided that no objections are made under [clause 10.2](#), the amended Schedule prepared and endorsed pursuant to this [clause 10](#) takes effect from the 31st day after the date of despatch of the amended Schedule pursuant to [clause 10.1](#).

## 11 Dispute resolution

- 11.1. Any Party may give written notice to PHA informing the other Parties of a dispute under this Collaboration Agreement (**Notice of Dispute**). A Party that serves a Notice of Dispute may withdraw it by giving written notice to PHA.
- 11.2. The Notice of Dispute must set out the details of the dispute.
- 11.3. PHA will inform the Parties affected by the Notice of Dispute (**Relevant Parties**) following receipt of a Notice of Dispute, and each Relevant Party will attempt to resolve any dispute within the NFBSG (see [18 Governance](#)).
- 11.4. If the Relevant Parties cannot resolve a dispute within the NFBSG, they may escalate the dispute by forwarding the Notice of Dispute to senior representatives of the Relevant Parties. Those representatives must meet within 28 days of their receipt of the notice.
- 11.5. If a dispute is not resolved by the meeting of senior representatives of the Relevant Parties nominated in accordance with [clause 11.4](#), the Relevant Parties must agree on appointing an independent, suitably qualified person to undertake the mediation or alternative dispute resolution within 14 days of the date of their meeting.
- 11.6. If an independent, suitably qualified person is not identified or agreed on under [clause 11.5](#), the matter must be referred to the President of the Law Society of the Australian Capital Territory at that time, for that President or his or her nominee to appoint an independent, suitably qualified person who has not previously acted for any of the Parties to conduct the mediation or alternative dispute resolution.
- 11.7. Any costs or expenses associated with the mediation or alternative dispute resolution must be paid by the Relevant Parties in equal shares unless recommended otherwise by the person conducting the mediation or alternative dispute resolution process.

## 12 Confidentiality

- 12.1. Each Party undertakes to:
  - (a) treat Confidential Information as confidential;
  - (b) only use and copy the Confidential Information as permitted under this Collaboration Agreement;

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- (c) not disclose the Confidential Information of a Party (**Discloser**) to any person except:
    - (i) with the prior written approval to do so from the Discloser; or
    - (ii) to the extent that the Confidential Information is public knowledge (other than because of a breach of this clause by the recipient); or
    - (iii) as required by any law, judicial or parliamentary body or governmental agency including, without limitation, disclosure in response to parliamentary questions and ministerial inquiries and disclosure within government made by convention whether or not the Party is legally obliged to do so; or
    - (iv) when appropriate (and only to the extent appropriate) to the Party's professional advisers, and the Party must ensure that such professional advisers are bound by the confidentiality obligations imposed on the recipient under this [clause 12.1](#); and
  - (d) immediately notify the Discloser on becoming aware that any of its Confidential Information has been disclosed in breach of this [clause 12](#).

## 13 Privacy

13.1. In this [clause 13](#):

- (a) '**Personal Information**' means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion or as otherwise defined in the *Privacy Act 1988* (Cth) (**Privacy Act**) or, in the case of the States, any corresponding State privacy legislation (**State Privacy Acts**); and
- (b) '**Principles**' means the Australian Privacy Principles contained in the Privacy Act, and any equivalent principles applied by State Privacy Acts in respect of activities within the applicable State or Territory.

13.2. Each Party agrees to:

- (a) use Personal Information held or controlled by it in connection with this Collaboration Agreement only for the purposes of fulfilling its obligations under this Collaboration Agreement;
- (b) take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Collaboration Agreement is protected against loss and unauthorised access, use, modification or disclosure;
- (c) comply with the Principles to the extent that the content of those Principles apply to the types of activities the Party is undertaking under this Collaboration Agreement, as if the Party were an agency as defined in the Privacy Act;

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- (d) cooperate with any reasonable demands or inquiries made by the Commonwealth on the basis of the exercise of the functions of the Privacy Commissioner under the Act including, but not limited to, a request from the Commonwealth to comply with a guideline concerning the handling of Personal Information, and any equivalent demands, inquiries or requests made under applicable State Privacy Acts in respect of activities within the applicable State or Territory;
  - (e) ensure that any person who has an access level which would enable that person to obtain access to any Personal Information is made aware of, and undertakes to observe, the Principles and other obligations referred to in this [clause 13](#);
  - (f) comply as far as practicable with any policy guidelines laid down by the Commonwealth or issued by the Privacy Commissioner from time to time relating to the handling of Personal Information, and any equivalent guidelines made under applicable State Privacy Acts or by a State or Territory privacy commissioner in respect of activities within the applicable State or Territory; and
  - (g) comply with any reasonable direction of the Commonwealth to observe any recommendation of the Privacy Commissioner relating to any acts or practices of the Party that the Privacy Commissioner considers breaches the obligations in this [clause 13](#), and any equivalent direction made by a State or Territory privacy commissioner in respect of activities within the applicable State or Territory.

## **14 Severability**

In interpreting a provision of this Collaboration Agreement, the provision must, to the extent possible, be read so as to ensure that it is not illegal, invalid or unenforceable. If any provision or part of it cannot be so read, the provision or part of it will be deemed to be void and severable and the remaining provisions of this Collaboration Agreement will, provided that they can be applied in accordance with the spirit of the Collaboration Agreement, not in any way be affected or impaired.

## **15 Waiver**

The failure, delay, relaxation or indulgence on the part of any Party in exercising any power or right given to that Party under this Collaboration Agreement does not operate as a waiver of that power or right, nor will it entitle a Party to claim that another Party is estopped from exercising the power or rights. A single exercise of a power or right will not be construed as precluding any other or further exercise of it or the exercise of any other power or right under this Collaboration Agreement. A power or right may only be waived in writing, signed by the Party or Parties to be bound by the waiver.

## **16 Jurisdiction of the Courts**

This Collaboration Agreement and the transactions contemplated by it will be construed and take effect in accordance with and governed by the laws of the Australian Capital Territory, Australia and

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its form, execution, validity, construction and effect will be determined in accordance with the laws of the Australian Capital Territory and the Parties hereby submit themselves to the non-exclusive jurisdiction of the courts in and of the Australian Capital Territory and the Federal Court of Australia and the respective courts of appeal therefrom.

## **Program Arrangements**

### **17 Outcomes**

The Program established through this Collaboration Agreement is intended to facilitate the following outcomes:

- 17.1. Implementation of harmonised, risk-based surveillance activities for early detection of high priority exotic forest pests to increase the chances of successful eradication.
- 17.2. Increased contribution of government, industry and public stakeholders to forest pest surveillance through coordinated training and engagement activities and diagnostic support.
- 17.3. A national harmonised approach to reporting, sharing and collating surveillance data, information, and intelligence regarding exotic forest pests that supports Australia's trade and market access.
- 17.4. Maintenance of necessary forest biosecurity capacity amongst Parties, including technical capacity and expertise for surveillance and diagnostic activities.

### **18 Governance**

- 18.1. The NFBSG must provide oversight of the Program in accordance with the terms set out in [Schedule 1](#).
- 18.2. The NFBSG must make decisions in accordance with the terms set out in [Schedule 1](#).

### **19 Coordination**

- 19.1. PHA will coordinate and administer the Program.

### **20 Operation**

- 20.1. An Operations Team (**OT**) will form each year to develop a draft AOP.
- 20.2. The NFBSG will review and, if satisfied with its contents, approve the AOP.
- 20.3. Delivery of Program services will be undertaken by Participants as indicated in the AOP or as otherwise agreed by NFBSG.



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- 20.4. The OT will develop a draft AOR, outlining the results of the activities agreed to in each AOP.
- 20.5. The NFBSG will review and, if satisfied with its contents, approve the AOR.

## 21 Operations Manual

- 21.1. Participants providing Program services must, except as advised and agreed to by the NFBSG, conform to the activities, methods, procedures, data and reporting standards outlined in:
- (a) the Operations Manual referred to in [Schedule 4](#) and,
  - (b) any applicable document (e.g. a National Diagnostic Protocol), which has been approved for inclusion by the NFBSG into [Schedule 4](#).
- 21.2. Authority for the development and maintenance of the Operations Manual rests with the OT.
- 21.3. Revisions of the Operations Manual will be coordinated by PHA through the OT. Existing technical working groups (e.g., SPHD, SNPHS) will also be consulted. However, if no technical expertise exists to develop or review documentation, PHA will either:
- (a) coordinate the formation of a small working group with approval of the NFBSG; or
  - (b) use internal expertise (if and when available).
- 21.4. Adoption and endorsement of revisions to the Operations Manual will done by the NFBSG.

## 22 Program Services

- 22.1. Program services can be contracted out to third-party participants, as necessary.
- 22.2. Each Party is responsible for:
- (a) Fulfilling its commitments as set out under this Collaboration Agreement and in the Program as set out in the Operations Manual ([Schedule 4](#)).
  - (b) Notifying other Parties of anything likely to adversely affect the undertaking or performance of the Collaboration Agreement or the Program.
  - (c) Maintaining and improving relationships and data and information flow between the Parties, other stakeholders and the public to support the delivery of the outcomes of the Collaboration Agreement and the Program.
  - (d) Developing and maintaining national surveillance data collection, collation and sharing infrastructure and associated arrangements to support the Program.
  - (e) Ensuring that any publicity, events, announcements or promotional material pertaining to activities conducted as part of the Program acknowledges the Program and its Parties.

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22.3. The Commonwealth will:

- (a) Nominate a representative to the NFBSG, with appropriate authority to provide Program oversight.
- (b) Nominate a Participant coordinator with appropriate expertise, to form part of the OT and assist with implementation of its commitments under this Collaboration Agreement.
- (c) Implement the Program services allocated to it as per the AOPs.
- (d) Support the development of new, or the maintenance of existing, pest pathways analysis models and provide their outputs to inform the Program's surveillance design and implementation.
- (e) Include Program target species in Commonwealth surveillance programs when appropriate.
- (f) Provide pest presence/absence data, relevant to the outcomes of this Collaboration Agreement that are set out in [clause 17](#), collated from other national biosecurity activities or programs.
- (g) Fund professional development activities to further enhance national surveillance and diagnostic biosecurity capability.
- (h) Support RDE, as necessary, for improvements to the delivery of the Program.

22.4. The States will each:

- (a) Nominate a representative to the NFBSG, with appropriate authority to provide Program oversight.
- (b) Nominate a Participant coordinator with appropriate expertise, to form part of the OT and assist with implementation of commitments under this Collaboration Agreement.
- (c) Implement the activities allocated to them, respectively, as per the AOPs.
- (d) Provide intelligence, when available, that facilitates forest pest pathway analysis and surveillance design.
- (e) Include agreed Program target species in other State surveillance programs when appropriate.
- (f) Support RDE, as necessary, for improvements to the delivery of the Program.

22.5. PHA will:

- (a) Nominate a representative to the NFBSG, with appropriate authority to provide Program oversight.
- (b) Provide appropriate expertise to coordinate the Program, the OT and the implementation of commitments under this Collaboration Agreement.

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- (c) Implement the activities allocated to it as per the AOPs.
  - (d) Provide secretariat services to the NFBSG.
  - (e) Administer Program activities and provide an administrative contact point.
  - (f) Contract, if necessary, third-party participants to undertake Program activities as agreed in an AOP or by consultation with the NFBSG.
  - (g) Ensure contracts with third-party participants include the data, intellectual property, confidentiality and privacy provisions to support the equivalent provisions included in the Collaboration Agreement.
  - (h) Provide communication support to the Program.
  - (i) Provide and maintain biosecurity information technology capability and infrastructure necessary to support the Program.
  - (j) Facilitate partnerships and foster collaboration between relevant stakeholders to implement the Program effectively and efficiently.
  - (k) Develop and maintain linkages to national and international surveillance activities that support the Program.
  - (l) Represent the Program in national and international forums and meetings related to forest biosecurity and/or surveillance.
  - (m) Work with the Commonwealth and States to arrange necessary Australian Pesticides and Veterinary Medicines Authority (**APVMA**) permits for lures and other chemicals used in the Program.
  - (n) Coordinate with agencies, organisations, or community groups that are not directly funded through the Program but that are undertaking related activities or contributing relevant information or assistance to the Program (e.g., National Plant Health Surveillance Program).

22.6. Australian Forest Products Association (**AFPA**) will:

- (a) Nominate a representative to the NFBSG, with appropriate authority to provide Program oversight.
- (b) Nominate a representative with appropriate expertise, to form part of the OT and assist with implementation of commitments under this Collaboration Agreement.
- (c) Facilitate the provision of funds to support RDE, as necessary, for improvements to the delivery of the Program.
- (d) Facilitate the provision of forest health and forest biosecurity data to the Program.
- (e) Facilitate biosecurity training across industry.
- (f) Support industry communication of forest health and biosecurity matters.

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- (g) Encourage ongoing industry support for forest health and biosecurity expertise that can assist the Program (e.g. AFPA's Forest Health and Biosecurity subcommittee).

22.7. Invasive Species Council will:

- (a) Nominate a representative to the NFBSG to provide Program oversight.
- (b) Consider providing RDE or project funds necessary for improvements to Program delivery.
- (c) Undertake communication with the non-government environmental sector and the broader community about forest health and biosecurity matters.
- (d) Consider undertaking community-based biosecurity surveillance or training to support the Program.
- (e) Provide, when possible and practicable, tree health and forest biosecurity data and information about forest biosecurity risks and pathways to the Program.

22.8. NRM Regions Australia will:

- (a) Nominate a representative to the NFBSG to provide Program oversight.
- (b) Consider providing RDE or project funds necessary for improvements to the Program delivery.
- (c) Undertake communication of forest health and biosecurity matters amongst NRM networks.
- (d) Consider undertaking community-based biosecurity surveillance or training to support the Program.
- (e) Provide, where possible and practicable, tree health and forest biosecurity data and information about forest biosecurity risks and pathways to the Program.

22.9. Forest and Wood Products Australia (**FWPA**) will:

- (a) Nominate a representative to the NFBSG to provide Program oversight.
- (b) Consider funding RDE relevant to the Program.
- (c) Consider funding tree/forest biosecurity training
- (d) Support communication of forest health and biosecurity matters
- (e) Provide, where possible and practicable, tree health or biosecurity data obtained through FWPA RDE projects to the Program.

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## 23 Reporting

- 23.1. The OT will be jointly responsible for reporting to the NFBSG on Program implementation including developing a national AOP and AOR.
- 23.2. As part of the AOR process, each Participant will report to PHA on their allocated Program services through a Participant Activity Report as set out in the Operations Manual.
- 23.3. The NFBSG may change reporting requirements and their frequency when necessary.
- 23.4. Suspected exotic pests detected through Program surveillance activities will be reported in accordance with the arrangements outlined in the EPPRD or the NEBRA.

## 24 Data

- 24.1. The Parties agree to collect, collate, store, analyse, report and share forest pest surveillance data and information in a consistent manner and enable it to be used for the purposes of early detection, containment or management of tree pests, proof of exotic pest area freedom and be used to support market access and business continuity.
- 24.2. When possible, the Parties will seek to use, develop or implement standardised data reporting standards or systems to facilitate national data collation and information exchange that creates efficiencies and avoids duplication of efforts. The Program's surveillance data specification standard is specified in the Operations Manual ([Schedule 4](#)).
- 24.3. Each Party participating in the Program (**Party Participant**) agrees that:
  - (a) it will submit surveillance information and data to PHA at a minimum annually, as outlined in the Operations Manual, the AOP or as requested by the NFBSG;
  - (b) it will submit surveillance information and data to an agreed national surveillance information system managed by PHA;
  - (c) ownership and custodianship of the surveillance information and data provided to the Program rests with the Party Participant submitting it;
  - (d) the Party Participant is responsible for the accuracy and quality of data it provides to the Program;
  - (e) PHA will ensure the agreed Program data systems are secure and only accessed by personnel as authorised by the NFBSG;
  - (f) PHA may use surveillance information and data collected through the Program as part of national surveillance reporting requirements; and
  - (g) PHA, within the limits and exceptions allowed by [clause 12](#) and [clause 13](#), may share surveillance information and data collected through the Program with other Parties for meeting trade and market access requirements and biosecurity risk management.

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- 24.4. PHA will ensure that authorised personnel from each Party Participant will be able to access data in the Program's data system:
- (a) provided or uploaded by that Party Participant; and
  - (b) provided or uploaded by other Participants, as agreed and set out in Schedule 5.
- 24.5. With the exception of [clauses 24.3\(f\)](#) and [24.3\(g\)](#), Parties wishing to use or publish the information or data from the Program must obtain approval from the relevant data owners.

## 25 Intellectual Property

- 25.1. The Parties agree that nothing in this Collaboration Agreement affects the ownership of Intellectual Property Rights in Existing Material.
- 25.2. All Intellectual Property Rights in Program Material (e.g. reports, training materials) produced by Parties as part of their Program activities vests in PHA immediately upon creation of that Material.
- 25.3. The Parties must provide all assistance and information and otherwise comply with all directions of PHA as may be required in order for PHA to apply for registration of Intellectual Property Rights in the Program Material, if required.
- 25.4. Each Party grants to PHA:
- (a) a permanent, irrevocable, royalty-free, world-wide, non-exclusive, unlimited licence (including a right to sublicense) to use, reproduce and adapt any Intellectual Property Rights in the Existing Material it owns to the extent necessary for PHA's development of Program Material as contemplated by this Collaboration Agreement; and
  - (b) to the extent any Intellectual Property Rights are subsisting within the data provided by it in accordance with [clause 24](#), a permanent, irrevocable, royalty-free, world-wide, non-exclusive, unlimited licence (including a right to sublicense) to use, reproduce and adapt the Intellectual Property Rights in that data it owns to the extent necessary for PHA's development of Program Material as contemplated by the Collaboration Agreement.
- 25.5. Each Party must make available to PHA, at no cost, a copy of any adaptations or modifications of the Program Material made by that Party, and must, at no cost, permit PHA to use, disclose and further modify the Program Material, as amended or modified, to the extent necessary for PHA's intended use of the Program Material as contemplated by this Collaboration Agreement and the Program.
- 25.6. PHA grants a permanent, irrevocable, royalty-free, non-exclusive, non-transferable, licence to the Parties to use, adapt, reproduce, communicate and exploit the Intellectual Property Rights in the Program Material for the purposes of this Collaboration Agreement and the Program and for policy development, internal research and training purposes.

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- 25.7. For the avoidance of doubt, the licence granted by PHA to the Parties under [clause 25.6](#) does not entitle Parties to commercialise the Program Material.

## **26 Budget**

- 26.1. The Parties agree that an annual budget will be developed by the OT as part of each AOP.
- 26.2. The NFBSG will review the budget and, if satisfied with its contents, endorse it. The NFBSG endorsed budget is to be appended to the AOP.
- 26.3. The budget specified in an AOP must include the dollar value of cash and in-kind equivalent amounts that the Parties will provide to support the Program.
- 26.4. The AOP budget's planned cash contributions from AFPA-PHA levy funds may not exceed that financial year's AFPA-PHA levy collections.
- 26.5. AFPA and PHA will advise the AFPA-PHA levy funds available to the Program as part of the AOP development process.

## **27 Contributions**

- 27.1. Contributions by each of the Parties are based on their capacity and expertise to contribute to the Program, "best estimates" of the levels of relative risk of exotic forest pest entry and the level of surveillance effort required.
- 27.2. The Parties agree to contribute to the total funding as set out in AOP.
- 27.3. The Parties may contribute the funding either in cash or as in-kind equivalent amounts.
- 27.4. AFPA will contribute cash from funds collected through the AFPA-PHA levy component of the Forest Growers Levy.
- 27.5. Agreed cash contributions will be paid to and managed by PHA.
- 27.6. Agreed in-kind contributions will be acquitted in each AOR.
- 27.7. A Parties' contribution will not exceed the amount specified in the budget in the AOP.

## **28 Allocations**

- 28.1. Allocations are based on estimates of the levels of relative risk of exotic forest pest entry, the level of surveillance effort required, and recognition of the need to build forest pest surveillance capacity across Australia.
- 28.2. Annual allocation of Program funds amongst the Participants will be set out in each AOP.
- 28.3. As part of the AOP development process, the NFBSG may review and change the allocation of funds to be provided to each Participant conducting Program activities.

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## 29 Invoicing

- 29.1. PHA will, when applicable, invoice Participants for their cash contributions to the Program in the first quarter of each financial year.
- 29.2. The Parties will pay invoices from PHA for their cash contributions to the program within 30 working days of receipt.
- 29.3. States or contracted third-party participants will invoice PHA for their Program services as determined in the AOP.
- 29.4. If GST is imposed on any supply under or in connection with this Collaboration Agreement by one Party (**Supplying Party**) to another Party (**Receiving Party**):
  - (a) subject to subclause b), the Receiving Party must pay the Supplying Party the amount of GST imposed on the Supplying Party (in addition to, and at the same time as, any other amount payable under this Collaboration Agreement by the Receiving Party to the Supplying Party in relation to the supply);
  - (b) the Supplying Party must issue to the Receiving Party a tax invoice in relation to the supply, in a form that would enable the Receiving Party to claim any input tax credits to which it may be entitled in relation to the amount of GST paid; and
  - (c) for the purposes of this [clause 29.4](#) the following terms have the meanings given in the *A New Tax System (Goods and Services) Tax Act 1999* (Cth): GST, supply, input tax credit and tax invoice.

## 30 Financial Risk Management

- 30.1. The NFBSG may adjust the Program budget as outlined in an AOP, within the limits of the available AFPA-PHA levy funds. Written agreement will be sought through sign-off of the AOP by each Party's representative on the NFBSG.
- 30.2. As part of each AOR ([clause 23](#)), Participants will provide an annual financial acquittal as guided by the standards set out in the Operations Manual.
- 30.3. If a Participant identifies unspent funds through the acquittal process as part of the AOR, these must be reported to PHA and the NFBSG.
- 30.4. If the reported unspent funds are less than \$10,000, PHA may re-allocate funds at its discretion but within the bounds of the Program's activities or desired outcomes.
- 30.5. If the reported unspent funds are greater than \$10,000, the NFBSG will direct that the unspent funds are to be:
  - (a) returned to overall Program funds; or
  - (b) used to support activities that were not achieved; or
  - (c) used to support additional activities that will achieve objectives of the Program.



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- 30.6. Participants providing Program services are responsible for managing their costs within the bounds of their cash allocation and agreed in-kind contributions. Any overruns are their own responsibility unless otherwise agreed by the Parties.
- 30.7. The Program budget may include a maximum of \$20,000 annually for contingencies. This contingency budget may be allocated to Program services, materials or equipment with prior consent from the NFBSG.
- 30.8. The contingency budget is not available for use in the case of an emergency plant pest response.

## **31 Finance Audit**

- 31.1. PHA will provide an annual Program financial audit statement to the NFBSG.

## **32 Counterparts**

- 32.1. This Collaboration Agreement may be executed in counterparts, all of which taken together constitute one document.

## **33 Electronic execution**

- 33.1. A Party may execute this Collaboration Agreement, and any variations to it, by electronic means unless not permitted by law. Each other Party consents to each other Party executing by electronic means.
- 33.2. The Parties agree that, if any party executes this Collaboration Agreement under [clause 33.1](#), then:
- (a) an electronic form of this Collaboration Agreement containing that Party's electronic signature(s) will constitute an executed counterpart; and
  - (b) a print-out of this Collaboration Agreement containing that Party's electronic signature(s) will also constitute an executed counterpart.

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**EXECUTED** by the **PARTIES** as an **AGREEMENT**

Signed for **Australian Forest Products** )  
**Association Ltd.** ABN 40 008 621 510 by )

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Signature of witness

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Signature of authorised representative

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Name of witness (print)

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Name of authorised representative (print)

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Date

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Date

Signed for The Commonwealth of Australia as )  
represented by the **Department of Agriculture,** )  
**Fisheries and Forestry** ABN 34 190 894 983 by )  
)

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Signature of witness

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Signature of authorised representative

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Name of witness (print)

-----  
Name of authorised representative (print)

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Date

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Date

Signed for **Invasive Species Council Inc.** ABN 27 )  
101 522 829 by )

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Signature of witness

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Signature of authorised representative

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Name of witness (print)

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Name of authorised representative (print)

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Date

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Date

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Signed for **Forest and Wood Products Australia**  
ABN 75 127 114 185 by )

Signature of witness

Signature of authorised representative

Name of witness (print)

Name of authorised representative (print)

Date

Date

Signed for and on behalf of the Minister for )  
Primary Industries and Regional Development )  
acting through the **South Australian Research** )  
**and Development Institute** ABN 53 763 159 658)  
by )

Signature of witness

Signature of authorised representative

Name of witness (print)

Name of authorised representative (print)

Date

Date

Signed for **NRM Regions Australia Ltd.** ABN 49 )  
641 532 578 by )

Signature of witness

Signature of authorised representative



Name of witness (print)

EMMA JACKSON  
Name of authorised representative (print)

Date

10/11/2022  
Date

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Signed for **Plant Health Australia Limited** )  
ABN 97 092 607 997 by )

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Signature of witness

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Signature of authorised representative

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Name of witness (print)

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Name of authorised representative (print)

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Date

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Date

Signed for and on behalf of The Northern )  
Territory of Australia, care of its agency the )  
**Department of Industry, Tourism and Trade** )  
(ABN 84 085 734 992) pursuant to a delegation )  
under the Contracts Act 1978 by )

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Signature of witness

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Signature of authorised Delegate

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Name of witness (print)

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Name of authorised Delegate (print)

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Date

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Date

Signed for The State of New South Wales acting )  
through its **Department of Regional NSW** )  
**(Dept. Primary Industries)** ABN 19 948 325 463 )  
by )

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Signature of witness

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Signature of authorised representative

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Name of witness (print)

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Name of authorised representative (print)

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Date

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Date

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Signed for The State of Queensland acting )  
through its **Department of Agriculture and** )  
**Fisheries** ABN 66 934 348 189 by )

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Signature of witness

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Signature of authorised representative

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Name of witness (print)

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Name of authorised representative (print)

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Date

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Date

Signed for The State of Tasmania acting through )  
its **Department of Natural Resources and** )  
**Environment Tasmania** ABN 58 259 330 901 by )  
)

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Signature of witness

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Signature of authorised representative

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Name of witness (print)

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Name of authorised representative (print)

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Date

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Date

Signed for The State of Victoria acting through its)  
**Department of Jobs, Precincts and Regions** )  
ABN 83 295 188 244 by )

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Signature of witness

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Signature of authorised representative

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Name of witness (print)

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Name of authorised representative (print)

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Date

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Date

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Signed for The State of Western Australia acting )  
through the **Department of Primary Industries** )  
**and Regional Development** ABN 18 951 343 )  
745 by )

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Signature of witness

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Signature of authorised representative

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Name of witness (print)

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Name of authorised representative (print)

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Date

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Date

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# Schedule 1 National Forest Biosecurity Steering Group Terms of Reference

(Clause 18)

## S1.1.Role of NFBSG

- 1.1.1. The NFBSG will provide strategic direction and leadership to PHA in its implementation of the National Forest Biosecurity Strategy and Implementation Plan 2018-2023.
- 1.1.2. The NFBSG will provide oversight this Collaboration Agreement and the Program.
- 1.1.3. The NFBSG is responsible for reviewing, modifying, and endorsing:
  - a) the AOP, including its budget;
  - b) the AOR;
  - c) PHA’s annual Program financial audit;
  - d) changes proposed to Schedules of the Collaboration Agreement; and
  - e) recommendations arising from the Review of the Program and the Collaboration Agreement ([clause 5](#)).
- 1.1.4. The NFBSG will act as the forum in which to resolve any disputes amongst the Parties

## S1.2.Membership

- 1.2.1. The NFBSG will be comprised of representatives of the Parties to the Collaboration Agreement as outlined in [Table 1](#) below.
- 1.2.2. Membership to the NFBSG may be altered by agreement of the NFBSG Chair listed below and the members of the NFBSG.
- 1.2.3. Observers may be invited to join the NFBSG as necessary, by agreement of the Chair and the members of the NFBSG.

Table 1: National Forest Biosecurity Steering Group membership

Representative	Party Represented
<b>Sharyn Taylor (NFBSG Chair)</b>	Plant Health Australia
<b>Andrew Jacobs</b>	Australian Forest Products Association
<b>Phil Lacy</b>	Australian Forest Products Association
<b>Jodie Mason</b>	Forest Wood and Products Australia
<b>James Tresize</b>	Invasive Species Council
<b>Justin Bellanger</b>	NRM Regions Australia
<b>Bertie Hennecke</b>	Department of Agriculture, Fisheries and Forestry

Representative	Party Represented
<b>Robyn Cleland</b>	Department of Agriculture, Fisheries and Forestry
<b>Andrew Bishop</b>	Department of Natural Resources and Environment Tasmania
<b>Mike Ashton</b>	QLD Department of Agriculture and Fisheries
<b>Satendra Kumar</b>	Department of Regional NSW
<b>Lana Russell</b>	Department of Jobs, Precincts and Regions
<b>Sonya Broughton</b>	Department of Primary Industries and Regional Development
<b>Peter Crisp</b>	South Australian Research and Development Institute
<b>Anne Walters</b>	Department of Industry, Tourism and Trade

## S1.3.Group Role

1.3.1. The role of the NFBSG is to:

- a) Ensure funds and resource allocation of the Program are based on risk analysis and agreed priorities.
- b) Provide a forum for ongoing refinement or development of the Program policies, standards, procedures, and measures and ensure they are consistent with national and international standards and obligations.
- c) Provide high level guidance related to jurisdictional, sectoral and operational matters that have a bearing on the Program.
- d) Collaborate with participating Parties, sectoral boards, committees and stakeholders to ensure effective implementation of the Program.
- e) Identify and ensure finance and resource obligations and roles and responsibilities of each Party, as set out under the Collaboration Agreement, are provided to implement the Program effectively.
- f) Act as forum for dispute resolution between Parties.
- g) Facilitate regular reporting from Parties, including the necessary performance and data reporting to meet the Program objectives.
- h) Promote the achievement of the outcomes resulting from the Program.
- i) Advise Parties of new and emerging biosecurity issues and threats, innovations and challenges, and issues arising from the Program's implementation.
- j) Advise Parties and relevant stakeholders regarding any jurisdictional or sectoral strategic planning or policy development that may have a bearing on the Program.



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## **S1.4.Members' Role**

- 1.4.1. Individual NFBSG members are not responsible for managing Program activities but are to support and provide guidance to those who manage them. In this role, individual members should:
- a) be interested in the Collaboration Agreement, Program and the NFBSG and understand the outcomes being pursued;
  - b) be committed to, and actively advocate, the Collaboration Agreement, Program and the NFBSG;
  - c) consider ideas and issues raised at Meetings or by Parties;
  - d) help balance conflicting priorities and resources;
  - e) actively provide information and guidance to the PHA team and stakeholders; and
  - f) review the progress of the Collaboration Agreement and Program and, in particular, check adherence of Collaboration Agreement and Program activities to standards of best practice.

## **S1.5.Secretariat**

- 1.5.1. PHA will provide secretariat services to the NFBSG.

## **S1.6.Appointment of Chair and Deputy**

- 1.6.1. A Chair and Deputy Chair will be appointed by the NFBSG by Consensus amongst its members for a period of 24 months.
- 1.6.2. The Chair and Deputy Chair may serve a maximum of two consecutive terms in their respective roles.

## **S1.7.Chair and Deputy Roles**

- 1.7.1. PHA, on behalf of the Chair, will convene NFBSG Meetings.
- 1.7.2. The Chair, Deputy Chair and PHA will prepare NFBSG Meeting agendas.
- 1.7.3. As necessary and appropriate, the Chair and Deputy Chair will meet with PHA to assist with resolving:
- a) actions arising from NFBSG Meetings; and
  - b) out-of-session issues relating to purposes of this Terms of Reference.
- 1.7.4. The Chair will conduct and facilitate NFBSG Meetings.

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- 1.7.5. If the designated Chair is not available, the Deputy Chair will take on the Chair's duties.
  - 1.7.6. The Deputy Chair is responsible for informing the Chair as to the salient points or decisions raised or agreed to at that Meeting at which the Chair was not present.

## **S1.8.Decision Making**

- 1.8.1. Decisions made by the NFBSG must be made by achieving a Consensus of the Parties (not the Members) in attendance at the relevant meeting of the NFBSG.
- 1.8.2. A decision that affects a Party (**Affected Party**) must be made in a meeting at which the Affected Party is in attendance.
- 1.8.3. Decisions may be made by Consensus of the NFBSG by use of Virtual or Hybrid Meeting Technology.
- 1.8.4. Any decision passed using Virtual or Hybrid Meeting Technology is to be treated as having been passed at a meeting on the day and at the time the meeting was held, even if the Parties were not present together in one place at the time.
- 1.8.5. Each Party may be accompanied by multiple representatives or advisers who have specific expertise, but:
  - a) advisers will not be a party to decisions; and
  - b) each Party will only be entitled to express one view when determining if the Consensus of the Parties has been achieved, regardless of the number of representatives it has.

## **S1.9.Prior Decisions**

- 1.9.1. In taking decisions under this Collaboration Agreement the NFBSG:
  - a) is not bound by decisions made at a previous Meeting;
  - b) will not, in taking a decision, set a binding precedent for any future meeting of the NFBSG; and
  - c) is authorised, and required, to make the decisions it considers to be most appropriate in the relevant circumstances, provided such decisions are made in accordance with the requirements of this Collaboration Agreement.

## **S1.10.Proxies for Meetings**

- 1.10.1. Members of the NFBSG can nominate a proxy to attend a Meeting if the member is unable to attend.

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1.10.2. The nominated proxy will have voting rights at the attended Meeting. The nominated proxy to the attended Meeting must provide relevant comments and feedback to the NFBSG member they are representing.

1.10.3. Observers will not have voting rights unless acting as a proxy for a member.

## **S1.11.Quorum Requirements**

1.11.1. A minimum of six members of the NFBSG are required for the Meeting to be recognised as an authorised Meeting and for the recommendations or resolutions to be valid.

1.11.2. The quorum must contain at least one member from PHA and one member from the AFPA.

## **S1.12.Conflict of Interest**

1.12.1. Each member, at each Meeting of the NFBSG, must declare any conflicts of interest that:

- a) would preclude them from being members of the group; or
- b) are relevant to agenda items, topics, or activities.

1.12.2. Conflicts of interest arising from continuing roles or appointments must be declared on an ongoing basis.

1.12.3. Details of any conflicts of interest must be recorded by PHA.

1.12.4. If members or observers at Meetings are deemed to have a real or perceived conflict of interest, the Chair may direct, in his or her discretion, that they are excused from deliberations on the issue.

## **S1.13.Confidentiality**

1.13.1. It is recognised that NFBSG members will need to discuss issues and/or decisions with peers, nominating organisations and representative groups in order to gain feedback and assess Consensus. It is not the purpose of this section to prevent this from occurring, but to protect individual members from being quoted out of context.

1.13.2. Members are to be aware that Meetings, including agenda material and minutes, of the NFBSG are Confidential Information. Therefore, in addition to the obligations under [clause 12](#), release of the NFBSG correspondence or papers can only be made with the approval of the Chair or PHA. All documents must be kept secure to ensure that this confidentiality is maintained.

1.13.3. NFBSG members are free to express their own views within the context of NFBSG Meetings, or the general business of the NFBSG. If a member is unable to support a majority view or course of action, it is that member's responsibility not to publicly misrepresent the NFBSG's position or reveal NFBSG deliberations.

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- 1.13.4. Disclosure of the NFBSG's non-confidential business to anyone outside the NFBSG must be pertinent to the member's work only and be discreet. PHA must be consulted by members in respect of all matters concerning, and prior to, disclosure of information pertaining to NFBSG.

## **S1.14. Agenda Items**

- 1.14.1. All NFBSG agenda items must be forwarded to the Chair by close of business seven (7) working days prior to the next scheduled Meeting.
- 1.14.2. The NFBSG agenda, with attached meeting papers, will be distributed by PHA at least five (5) working days prior to the next scheduled Meeting.
- 1.14.3. The Chair has the right to refuse to list an item on the formal agenda, but members may raise an item under 'Other Business' if necessary and as time permits.

## **S1.15. Minutes & Meeting Papers**

- 1.15.1. The format of records of the NFBSG shall be recorded as 'Actions' or 'Decisions'.
- 1.15.2. The Actions or Decisions of each NFBSG meeting will be prepared by the PHA secretariat.
- 1.15.3. Full copies of the Actions and Decisions arising from an NFBSG meeting including relevant information tabled at the meeting as papers or attachments, will be provided by PHA to all NFBSG members no later than 20 working days following each Meeting.
- 1.15.4. By agreement of the NFBSG, out-of-session decisions may be taken. Where agreed, all out-of-session decisions will be recorded in the Actions or Decisions of the next scheduled NFBSG Meeting.

## **S1.16. Frequency of Meetings**

The NFBSG will meet at a minimum of three (3) times a year, as deemed necessary by the NFBSG or, as requested through PHA by one of the Parties.

## **S1.17. Amendment, Modification or Variation**

This Terms of Reference may be amended, varied or modified by consensus agreement in writing of the Chair and members of the NFBSG at any time, provided it does not conflict with the terms and, stated outcomes of the Collaboration Agreement.

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# Schedule 2 Deed of Accession

(Clause 6 Admission)

**THIS DEED IS MADE ON [insert date]**

## **PARTIES**

**PLANT HEALTH AUSTRALIA LIMITED (ABN 97 092 607 997)** of Level 1, 1 Phipps Close, Deakin (**PHA**) on behalf of the Parties to the National Forest Pest Surveillance Partnership Collaboration Agreement (**Collaboration Agreement**).

## **AND**

[INSERT PARTY NAME & (ABN)] [INSERT ADDRESS] (**New Party**)

## **BACKGROUND**

- A. The New Party has applied to become a Party to the Collaboration Agreement in accordance with [clause 6.1](#) of the Collaboration Agreement.
- B. The Parties to the Collaboration Agreement have agreed that the New Party should become a Party to the Collaboration Agreement in accordance with [clause 6](#) of the Collaboration Agreement.

## **AGREEMENT**

### **1. Accession**

- 1.1. The New Party agrees from the date of execution of this Deed by both Parties to this Deed (**Effective Date**) to be become a Party to, and to be bound by and accept the obligations and liabilities arising under, the Collaboration Agreement from the Effective Date.

### **2. Program Services**

- 2.1. On becoming a Party to the Collaboration Agreement, the New Party agrees to provide the following Program services:

2.1.1. [INSERT CLAUSES]

### **3. Counterparts**

- 3.1. This Deed may be executed in several counterparts and if so executed, the counterparts taken together constitute one Deed.

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**4. Further assurance**

4.1. Each Party must, at its own expense, promptly execute all documents and do all things that another Party may reasonably requests to give effect to the terms and conditions of this Deed and the transactions incidental to it.

**5. Agency**

5.1. No Party to this Deed has, except as otherwise specified in this Deed, any right to act on behalf of, represent itself as agent for, or otherwise bind, the other Party.

**6. Entire Agreement**

6.1. This Deed, read in conjunction with the Collaboration Agreement, constitutes the entire agreement between the Parties in relation to the subject matter of this Deed. Any prior arrangements, agreements, representations or undertakings are superseded, and each Party acknowledges that it has not relied on any arrangement, agreement, representation or understanding which is not expressly set out in this Deed.

**7. Governing law and jurisdiction**

7.1. This Deed is governed by and must be construed in accordance with the laws of the Australian Capital Territory.

EXECUTED as a DEED on [INSERT DATE]

Signed sealed and delivered by **PLANT** )  
**HEALTH AUSTRALIA LIMITED (ABN 97 092** )  
**607 997)** in the presence of: )

(CHIEF EXECUTIVE OFFICER) (NAME PRINTED)

(DIRECTOR/SECRETARY) (NAME PRINTED)

Signed sealed and delivered by [INSERT PARTY )  
NAME & (ABN)] in the presence of: )

(AUTHORISED REPRESENTATIVE) (NAME PRINTED)

(WITNESS) (NAME PRINTED)

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## Schedule 3 Variation of Collaboration Agreement

(Clause 9 Variation)

### S3.1.Nomination of Authorised Signatory form

Chief Executive Officer  
Plant Health Australia  
Level 1, 1 Phipps Close  
DEAKIN ACT 2600

Date:

Dear Chief Executive Officer,

#### **Variations to the National Forest Pest Surveillance Program Collaboration Agreement (Collaboration Agreement) – Notice of Nomination of Authorised Signatory**

I certify that EMMA JACKSON/CHAIRPERSON [NAME/POSITION OF AUTHORISED PERSON] whose signature is appended at the foot of this notice and signed in my presence, is authorised from the date of this notice until FURTHER NOTICE [INSERT DATE OR "FURTHER NOTICE"] as the representative of NRM RAGIONS AUSTRALIA LTD [NAME OF PARTY] to sign on its behalf 'Approval of Variation to Provisions' of the Collaboration Agreement.

By virtue of this notice, Plant Health Australia and each other Party to the Collaboration Agreement can rely on an 'Approval of Variation to Provisions' duly signed by this authorised person as evidence of NRM REGIONS AUSTRALIA LTD's [NAME OF PARTY] agreement to the variations of the Collaboration Agreement which are set out in the Approval of Variations to Provisions form.

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(SIGNATURE OF AUTHORISED PERSON)

Signed in my presence:

Yours faithfully

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(AUTHORISED EXECUTIVE)

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## S3.2.Variation of Collaboration Agreement form

Chief Executive Officer  
Plant Health Australia  
Level 1, 1 Phipps Close  
DEAKIN ACT 2600

Dear Chief Executive Officer

### Variations to the National Forest Pest Surveillance Program Collaboration Agreement (Collaboration Agreement) – Approval of Variations

As the representative of [NAME OF PARTY] duly authorised to confirm on its behalf the Party's approval of the Variations to the Collaboration Agreement as set out in Attachment A "Background Paper on Proposed Variations to the Collaboration Agreement" (attached), I hereby confirm the approval of [NAME OF PARTY] of the scheduled variations to the Collaboration Agreement as follows (TICK THE APPROPRIATE BOX):

Proposed variation Number	Issue	Approve	Reject



\_\_\_\_\_  
(SIGNATURE OF AUTHORISED SIGNATORY)

\_\_\_\_\_  
(SIGNATURE OF WITNESS)

**CHAIRPERSON**

\_\_\_\_\_  
(TITLE OF AUTHORISED SIGNATORY)

\_\_\_\_\_  
(FULL NAME OF WITNESS)

**10/11/2022**

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(DATE)



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## **Schedule 4 Operations Manual**

(Clause 21)

### **S4.1.Operations Manual**

The Program Operations Manual as endorsed by the Parties to this Collaboration Agreement through the NFBSG, is available on the PHA web site. As changes are made to this document, endorsement will be obtained from NFBSG prior to replacing the outdated version on the web site.

If Parties wish, they may request to have an electronic copy sent via e-mail.

### **S4.2.Relevant forest pest documents**

Relevant forest pest documents (e.g., Contingency Plans, Action Plans, National Diagnostic or Surveillance Protocols) may become available and appended to the Operations Manual.