

INTERGOVERNMENTAL AGREEMENT ON BIOSECURITY

**An Agreement between the Commonwealth of Australia,
state and territory governments to strengthen the national
biosecurity system**

INTERGOVERNMENTAL AGREEMENT ON BIOSECURITY

1. Preamble

- 1.1. Biosecurity is the management of risks to the economy, the environment, and the community, of pests and diseases entering, emerging, establishing or spreading.
- 1.2. Australia remains free from many pests and diseases that affect agriculture, natural and built environments, and people in other parts of the world. This favourable biosecurity status confers significant economic, environmental and community benefits.
- 1.3. Maintaining and improving Australia's biosecurity status is the responsibility of all Australians. Each member of the community has a role to play in the biosecurity continuum - before the border, at the border and within Australia - to prevent, prepare for, detect and mitigate biosecurity risks, and respond to, manage and recover from biosecurity incidents should they occur. Investing in a strong, multi-layered system to maintain a favourable biosecurity status will benefit Australia.
- 1.4. Biosecurity management is a complex task and Australia's biosecurity system will need to respond to increasing challenges that are changing its risk profile, including:
 - (i) a changing climate altering the range, habitat and spread of pests and diseases and increasing the potential for severe weather events to assist spread;
 - (ii) globalisation increasing the volume and range of products traded internationally, passenger movements, and the subsequent risk of pests and diseases entering and establishing in Australia; and
 - (iii) population spread, shifting demographics and changing land uses increasing the interface between urban and rural areas and the natural environment, making pest and disease management more complicated to deal with and increasing the risk of zoonoses impacting on human health.

2. Purpose of the Agreement

- 2.1. The Intergovernmental Agreement on Biosecurity (the Agreement) will enhance Australia's biosecurity system and strengthen the collaborative approach between the Commonwealth of Australia (the Commonwealth) and state and territory governments (the Parties) to address Australia's broad range of biosecurity issues.
- 2.2. This Agreement:
 - (i) recognises that biosecurity is a shared responsibility and sets out the principles that will underpin the operation of a national biosecurity system;

- (ii) describes the key components and features for the national biosecurity system, primarily for animal and plant pests and diseases in both aquatic and terrestrial environments, including pest animals, weeds and zoonotic diseases - those diseases that are naturally transmitted between vertebrate animals and humans. Human biosecurity arrangements are not covered under this Agreement as they are covered by existing arrangements between governments;
- (iii) clarifies the respective roles and responsibilities of the Parties in the national biosecurity system;
- (iv) describes steps to strengthen the working partnership between the Parties and to enable biosecurity measures to be implemented consistently and efficiently across the biosecurity continuum;
- (v) establishes nationally agreed approaches for the Parties to work together to prevent, prepare for, detect and mitigate biosecurity risks, and respond to, manage and recover from biosecurity incidents should they occur. This will help avoid unnecessary duplication of the Parties biosecurity activities and improve the efficiency of resource use; and
- (vi) identifies national priorities that the Parties will work on collaboratively to strengthen the national biosecurity system and sets out a process for identifying and reviewing priorities.

2.3. As the responsibility for biosecurity management is also shared by industry, natural resource managers, custodians or users, and the community, this Agreement and its schedules identify opportunities for the Parties and these groups to work together to strengthen the biosecurity system.

2.4. This Agreement is not intended to create legal relations between the Parties. Notwithstanding this, the Parties intend to comply with all provisions in the Agreement and its schedules.

3. National Goals and Objectives

3.1. The goal of a national biosecurity system is to minimise the impact of pests and diseases on Australia's economy, environment and the community, with resources targeted to manage risk effectively across the continuum, while facilitating trade and the movement of animals, plants, people, goods, vectors and vessels to, from and within Australia.

3.2. The objectives of the national biosecurity system are to provide arrangements, structures and frameworks that:

- (i) reduce the likelihood of exotic pests and diseases, which have the potential to cause significant harm to the economy, the environment, and the community (including people, animals and plants), from entering, becoming established or spreading in Australia;

- (ii) prepare and allow for effective responses to, and management of, exotic and emerging pests and diseases that enter, establish or spread in Australia; and
- (iii) ensure that, where appropriate, significant pests and diseases already in Australia are contained, suppressed or otherwise managed.

4. Principles

4.1. The following principles underpin the national biosecurity system.

- (i) Biosecurity is a shared-responsibility between all governments, industry, natural resource managers, custodians or users, and the community.
- (ii) In practical terms, zero biosecurity risk is unattainable.
- (iii) The pre-border, border and post-border elements of the biosecurity continuum are managed to minimise the likelihood of biosecurity incidents and mitigate their impacts.
- (iv) The biosecurity continuum is managed through a nationally integrated system that recognises and defines the roles and responsibilities of all sectors and sets out cooperative activities.
- (v) Activity is undertaken and investment is allocated according to a cost-effective, science-based and risk-management approach, prioritising the allocation of resources to the areas of greatest return.
- (vi) Relevant parties contribute to the cost of biosecurity activities:
 - (a) Risk creators and beneficiaries contribute to the cost of risk management measures in proportion to the risks created and/or benefits gained (subject to the efficiency of doing so); and
 - (b) Governments contribute to the cost of risk management measures in proportion to the public good accruing from them.
- (vii) Governments, industry, and other relevant parties are involved in decision-making, according to their roles, responsibilities and contributions.
- (viii) Australia's biosecurity arrangements comply with its international rights and obligations.

5. Key Components and Features

5.1. The national biosecurity system encompasses the full range of activities undertaken by governments, industry, natural resource managers, custodians or users, and the community across the biosecurity continuum, including prevention, emergency preparedness, detection, response, recovery and on-going management of pests and diseases.

5.2. Through this Agreement, the Parties commit to a strengthened national biosecurity system based on the following components:

- (i) **One Appropriate Level of Protection (ALOP).**
- (ii) **Biosecurity measures on domestic movement of goods and vectors are scientifically justified and are the least trade restrictive to meet Australia's ALOP.**
- (iii) **Pre-border and border assessment, verification and inspection processes that establish which goods posing a biosecurity risk can enter Australia, their vectors, conditions of entry, and inspection and compliance arrangements.**
- (iv) **Post border measures to prevent the establishment of potentially serious pests and diseases that enter Australia or arise internally.**
- (v) **A comprehensive national surveillance and diagnostic system that provides for early detection and accurate and timely diagnosis of pests and diseases.**
- (vi) **National emergency preparedness and response arrangements that:**
 - (a) **comprehensively cover industries, the environment and community under pre-arranged governance and cost-sharing agreements; and**
 - (b) **maintain an effective level of preparedness and response arrangements across jurisdictions to adequately respond to biosecurity incidents and emergencies across the biosecurity continuum.**
- (vii) **National arrangements for recovery from biosecurity incidents and emergencies of national significance.**
- (viii) **A national management framework to ensure that nationally significant pests and diseases established in Australia are contained, suppressed or otherwise managed.**
- (ix) **A reporting and assurance system that analyses and provides appropriate evidence to demonstrate Australia's pest and disease status and to underpin market access.**

5.3. Decisions and investments across these components will be supported by:

- (i) **A national risk-based decision-making and investment framework that:**
 - (a) **applies principles that target biosecurity resources to those areas of greatest return from a risk management perspective;**
 - (b) **establishes transparent and objective decision-making procedures and guides the efficient allocation of biosecurity resources by each government and for nationally-managed programs; and**

- (c) governs joint decisions on national priorities for co-investment.
- (ii) **National performance standards** for the maintenance, audit and review of capability and capacity to ensure the delivery of essential biosecurity services across jurisdictions, ensuring the integrity of the national system and allowing for continuous improvement.
- (iii) **Consistent and complementary regulatory and operational systems** to avoid unnecessary duplication and maximise effectiveness and efficiency.
- (iv) A **national biosecurity information and intelligence system** that improves decision-making at the regional, state and national levels and provides access to a wide range of relevant biosecurity information sources across the continuum.
- (v) **National biosecurity research, development and extension framework** that aligns resources and activities to address biosecurity priorities; builds and maintains scientific and technical capacity; and contributes to the collaborative management of biosecurity risks.
- (vi) A consolidated approach to managing biosecurity **infrastructure and capability**, including training and education programs.
- (vii) **Effective engagement and communication** between all key biosecurity stakeholders.

6. Strengthening System Components

- 6.1. The Parties agree to pursue the development and continuous improvement of the national biosecurity system components and features described in Sections 5.2 and 5.3 in accordance with the policy directions and priority reform areas described in the schedules to this Agreement.
- 6.2. In taking action under the priority reform areas, it is acknowledged that the rate of progress in many areas will be contingent on available resources and parliamentary processes. The Parties will develop mechanisms to contribute and manage funds and other resources for specific priority reform areas.

7. Strengthening the Working Partnership

- 7.1. This Agreement recognises that the Parties have roles and responsibilities that will rest with a single government, some will be implemented following inter-governmental consultation and others will be delivered in partnership.
- 7.2. The foundation of institutional relationships and arrangements between governments and industry is already well developed. Actions under this Agreement will build on these to improve the government-to-government and government-to-industry governance of the national biosecurity system.

National appointments

- 7.3. The Commonwealth will establish a national biosecurity commission to make biosecurity import policy determinations and provide expert advice to the Commonwealth on biosecurity policy matters¹.
- 7.4. The Commonwealth will obtain the support of any five of the states and territories before it appoints the Chair and members of the national biosecurity commission (excluding the Director of Biosecurity)¹.
- 7.5. The Commonwealth will consult with state and territory governments on other key appointments such as the members of the Biosecurity Advisory Council and the Eminent Scientists Group.

International responsibilities and Appropriate Level of Protection

- 7.6. Australia is a party to the World Trade Organization which, among other things, binds Members to comply with their obligations under the Agreement on the Application of Sanitary and Phytosanitary Measures (the SPS Agreement). The Commonwealth has formal responsibility for international government-to-government relations and Australia's compliance with international sanitary and phytosanitary obligations including import and export conditions.
- 7.7. Australia has one ALOP established by the Commonwealth.
- 7.8. States and territories shall not apply any sanitary or phytosanitary measures within their jurisdictions which would not comply with the provisions of the SPS Agreement.
- 7.9. The Commonwealth will consult on, and states and territories will assist in, each stage of the import risk analysis process wherever possible, in particular the early and comprehensive input of regional pest and disease status and risk information. State and territory governments will also contribute to the import risk analysis process by making available relevant specialist staff for risk analysis panels and technical working groups. State and territory governments will work with the Commonwealth in communicating the results of import risk analyses and other relevant matters to regional industries and communities.
- 7.10. The Commonwealth will consider regional differences in pest and disease status and risk information, the likelihood and consequence of establishment, and the measures used to address risk as part of import risk analyses.
- 7.11. The Commonwealth has responsibility for risk management measures pre-border and at the Australian border and associated compliance and enforcement.

¹ The Commonwealth intends to introduce legislation into Parliament to give effect to this clause. The implementation of this clause will be subject to the commencement of this legislation.

7.12. The Commonwealth will act as the enquiry point for requests from trading partners and other international bodies to provide information on Australia's sanitary and phytosanitary measures and biosecurity status. The Commonwealth may refer such requests to the relevant state or territory government and that state or territory will assist the Commonwealth to prepare a response. Any requests from trading partners and international bodies directly received by a state or territory will be referred to the Commonwealth.

7.13. The Commonwealth will consult with the state and territory governments on:

- (i) the articulation of Australia's ALOP and the development of biosecurity import risk analysis guidelines;
- (ii) priorities for considering market access requests; and
- (iii) the import risk analysis work program, arrangements for import risk analyses about to commence, and any significant reviews of existing policy or import conditions.

Emergency biosecurity powers

7.14. States and territories support the use of the Commonwealth's national emergency management powers in circumstances where the Parties agree that application of the emergency powers is necessary for a consistent national approach to control, reduce, or remove a threat associated with a biosecurity emergency.

Interstate trade

7.15. To support the operation of effective and efficient biosecurity controls and facilitate interstate trade, the Parties agree to limit the application of interstate biosecurity measures to the level necessary to mitigate risks to the economy, environment and community. These measures will be the least trade restrictive possible and based on a scientific analysis of the risk of entry, establishment and spread of a pest or disease and applied only to the extent necessary to achieve Australia's ALOP. States and territories will accept alternate interstate biosecurity measures where they achieve equivalent biosecurity risk reductions.

7.16. There will be provision for the development and maintenance of regional pest and disease status subject to provision of scientific evidence to define and support it. The Parties will consult with and notify the other Parties upon the implementation of new and/or changed measures.

7.17. Where, as part of a national approach to managing established pests and diseases, regional measures are required, they will be applied under state and territory legislation.

7.18. Where a dispute arises, the relevant Parties will undertake a formal resolution process as agreed by the Parties to seek to determine whether the appropriate principles and processes were applied in imposing a biosecurity measure.

7.19. Where the resolution process in 7.18 fails to resolve a dispute, states and territories support the application of Commonwealth legislation to facilitate harmonised biosecurity measures for interstate trade. The Commonwealth will only consider the use of its power after receipt of a formal application from a state or territory minister complete with relevant information to support their claim¹.

Industry partnership arrangements

7.20. The major structures to support cooperative biosecurity activities with industry are:

- (i) the Commonwealth, state and territory ministers responsible for biosecurity matters along with their supporting structures; and
- (ii) partnerships through Animal Health Australia and Plant Health Australia and/or other relevant groups where required.

7.21. The Parties will:

- (i) seek and facilitate greater involvement of industries in the national biosecurity system through Animal Health Australia and Plant Health Australia; and
- (ii) increase the use of Animal Health Australia and Plant Health Australia to coordinate national programs, where industry is or should be a partner.

8. Implementing the Agreement

8.1. Implementation and administration of the Agreement will be through the Commonwealth, state and territory ministers responsible for biosecurity matters in consultation with other relevant ministers (such as the ministers responsible for natural resource management and health) and in accordance with the interpretation, reporting, amendment, dispute resolution and termination procedures in the following clauses and the clauses in Schedule 1 -Governance and Administration Arrangements.

8.2. In addressing implementation, management and administrative issues that have the potential to affect environmental and/or human health biosecurity, the ministers responsible for primary industries biosecurity for each Party will consult with other relevant ministers within their government to ensure a whole-of-government position is brought forward for consideration by the Commonwealth, state and territory ministers responsible for biosecurity matters.

¹ The Commonwealth intends to introduce legislation into Parliament to give effect to this clause. The implementation of this clause will be subject to the commencement of this legislation.

Commencement

8.3. This Agreement will commence operation on the date it is signed by the Commonwealth and five or more states and/or territories,

Term and termination

8.4. The term of this Agreement is from signing by first ministers until termination.

8.5. This Agreement is terminated if:

- a) There are less than five Parties to the Agreement; or
- b) The Commonwealth is no longer a Party to the Agreement.

Withdrawal from the Agreement

8.6. If a Party wishes to withdraw from this Agreement, the relevant Party must give notice of its intention to withdraw to each other Party and such notice must:

- a) State the Party's intention to withdraw from the Agreement;
- b) Set out the Party's reasons for the withdrawal; and
- c) Specify the date on which the withdrawal will be effective, which will be no earlier than six (6) months from the date of the notice.

8.7. The withdrawing Party will be responsible for honouring its commitments under action plans or work plans finalised prior to it giving the notice.

8.8. Where a Party withdraws, the Commonwealth, state and territory ministers responsible for biosecurity matters will convene a meeting of the remaining Parties to consider the implications for the Agreement of the withdrawal of that Party.

Joining/rejoining the Agreement

8.9. A party will be eligible to sign or re-enter the Agreement after withdrawing under the conditions agreed to by the Parties.

Review

8.10. The Parties must ensure that, within five (5) years from commencement, and every 5 years afterwards (or earlier if considered necessary by the Parties), the Commonwealth, state and territory ministers responsible for biosecurity matters will review the implementation and effectiveness of the Agreement and its schedules.

8.11. In conducting the review, the Commonwealth, state and territory ministers responsible for biosecurity matters must seek input from government biosecurity agencies, representatives and bodies, other relevant government agencies, and stakeholders.

8.12. A report must be prepared and presented to the Commonwealth, state and territory ministers responsible for biosecurity matters and include findings on the implementation and effectiveness of the Agreement and any recommendations for amendments.

Dispute resolution procedures

8.13. If a dispute arises under this Agreement between any or all of the Parties, those disputing Parties will work together to resolve the dispute², using the following procedures:

- a) The Commonwealth, state and territory ministers responsible for biosecurity matters must be notified that a formal dispute resolution process has commenced.
- b) Initial discussions will be undertaken between officials of the disputing Parties plus an independent chief executive officer of an agency responsible for biosecurity matters (if possible), and will be conducted in good faith and with a view to resolving the dispute.
- c) If the dispute is still not resolved within six (6) months of the initial notification of the dispute, the Commonwealth, state and territory ministers responsible for biosecurity matters should be engaged and appoint an independent mediator to assist the Parties to reach agreement.

8.14. In undertaking the process outlined in (c) above, the disputing Parties will equally share any costs for the mediation process, unless otherwise recommended by the Commonwealth, state and territory ministers responsible for biosecurity matters.

8.15. The Commonwealth, state and territory ministers responsible for biosecurity matters must be notified of the outcome of the dispute at the earliest possible opportunity.

Obligation to continue to perform during general disputes

8.16. Despite the existence of a dispute, each Party must continue to perform its obligations under this Agreement until:

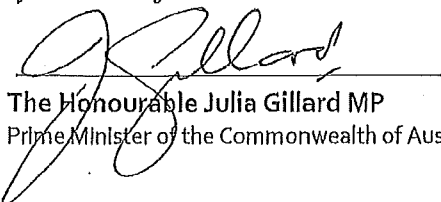
- a) The dispute is resolved and the Commonwealth, state and territory ministers responsible for biosecurity matters are advised of the resolution;
- b) Corrective action is agreed and the Agreement is amended accordingly;
- c) Corrective action is agreed and the Commonwealth, state and territory ministers responsible for biosecurity matters are advised of the action if the Agreement does not require amendment; and
- d) The relevant Minister advises of their withdrawal from the Agreement if no resolution can be attained.

² Excluding disputes arising under clause 7.18

Intergovernmental Agreement on Biosecurity

The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by



The Honourable Julia Gillard MP
Prime Minister of the Commonwealth of Australia

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

The Honourable Kristina Keneally MP
Premier of the State of New South Wales

Signed for and on behalf of the State of Victoria by

The Honourable Ted Baillieu MP
Premier of the State of Victoria

Signed for and on behalf of the State of Queensland by

Anna Bligh MP
Premier of the State of Queensland

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

The Honourable Colin Barnett MLA
Premier of the State of Western Australia

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

The Honourable Mike Rann MP
Premier of the State of South Australia

Signed for and on behalf of the State of Tasmania by

The Honourable David Bartlett MHA
Premier of the State of Tasmania

Signed for and on behalf of the Australian Capital Territory by

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Chief Minister of the Australian Capital Territory

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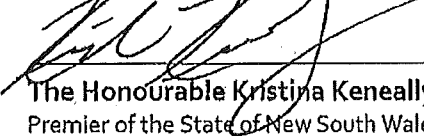
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The Honourable David Bartlett MHA
Premier of the State of Tasmania

*Signed for and on behalf of the Australian
Capital Territory by*

Mr Jon Stanhope MLA
Chief Minister of the Australian Capital Territory

*Signed for and on behalf of the Northern
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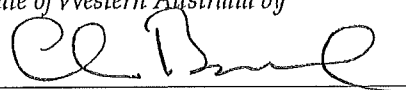
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Premier of the State of South Australia

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The Honourable Lara Giddings MHA
Premier of the State of Tasmania

Signed for and on behalf of the Australian Capital Territory by

The Honourable Katy Gallagher MLA
Chief Minister of the Australian Capital Territory

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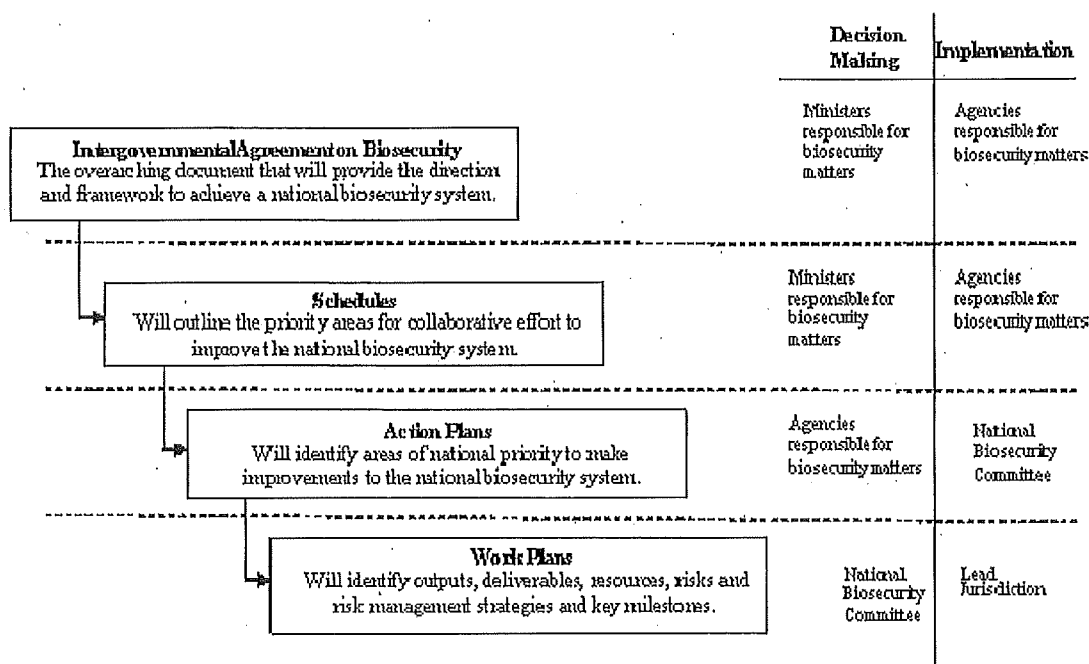
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GOVERNANCE AND ADMINISTRATION ARRANGEMENTS

1. Structure of the Agreement

- 1.1 The Intergovernmental Agreement on Biosecurity (the Agreement) comprises an overarching document that sets out the principles, purpose and scope of the Agreement. This document is then accompanied by a series of schedules that, together, set the framework for improving the national biosecurity system. The intention is for the Agreement to be a 'living document' that will continue to be developed as future needs of the national biosecurity system are identified.
- 1.2 The Agreement will adhere to the following structure with responsibility for the management and administration of each component identified in columns to the right of the diagram.



- 1.3 Implementation and administration of the agreement will be through the Commonwealth, state and territory ministers responsible for biosecurity matters in consultation with other relevant ministers (such as the ministers responsible for natural resource management and health) and governance structures in place to manage biosecurity where necessary.
- 1.4 The implementation and ongoing management of this Agreement will occur in conjunction with, and be complementary to, a range of other agreements and arrangements in place to manage biosecurity. These include, but are not limited to, agreements and arrangements for human biosecurity (the NatHealth Arrangements) and national security arrangements (the National Counter-Terrorism Committee).

2. Developing and incorporating new clauses/schedules

- 2.1 The development and implementation of new clauses and schedules of the Agreement will be the responsibility of the chief executive officers of agencies responsible for biosecurity matters.
- 2.2 A formal request to incorporate a new clause and/or schedule of the Agreement must be raised with the chief executive officers of agencies responsible for biosecurity matters by one of Parties to the Agreement. Following a consensus decision on the proposed amendment by Parties to the Agreement, it is to be referred to the Commonwealth, state and territory ministers responsible for biosecurity matters for consideration.
- 2.3 A consensus decision will be required from Parties to the Agreement by the Commonwealth, state and territory ministers responsible for biosecurity matters for each new clause and/or schedule for formalisation and inclusion in the Agreement.
- 2.4 In addressing issues within a new clause/or schedule that have the potential to affect environmental and/or human health biosecurity, the ministers responsible for primary industries biosecurity for each Party will consult with other relevant ministers within their government to ensure a whole-of-government position is brought forward for consideration by the Commonwealth, state and territory ministers responsible for biosecurity matters.

Amendments to existing clauses/schedules

- 2.5 A formal request to amend a specific clause and/or schedule of the Agreement must be raised with the chief executive officers of agencies responsible for biosecurity matters by one of the Parties to the Agreement. Following a consensus decision on the proposed amendment by Parties to the Agreement, it is to be referred to the Commonwealth, state and territory ministers responsible for biosecurity matters for consideration.
- 2.6 A consensus decision will be required from Parties to the Agreement by the Commonwealth, state and territory ministers responsible for biosecurity matters for each amendment to a specific clause and/or schedule for formalisation and inclusion in the Agreement.
- 2.7 In addressing issues within an amendment to an existing clause/or schedule that have the potential to affect environmental and/or human health biosecurity, the ministers responsible for primary industries biosecurity for each Party will consult with other relevant ministers within their government to ensure a whole-of-government position is brought forward for consideration by the Commonwealth, state and territory ministers responsible for biosecurity matters.
- 2.8 Where it is identified that a minor amendment (i.e. grammatical correction, change to names of organisations) is required, this amendment can be made on a consensus decision from the members of the National Biosecurity Committee.

Commencement of new and amended clauses/schedules

- 2.9 Amendments and additions will commence operation on the date they are approved by the Commonwealth, state and territory ministers responsible for biosecurity matters.

3. Developing and implementing action plans

- 3.1 Within 12 months of signing the Agreement, the chief executive officers of agencies responsible for biosecurity matters will agree on an action plan to make system improvements to meet identified priority reform areas in the schedules to the Agreement.
- 3.2 The action plan will identify areas of national priority to make improvements to the national biosecurity system that may be actioned by a Party individually or collaboratively through the National Biosecurity Committee.
- 3.3 The National Biosecurity Committee will be tasked with identifying and implementing collaborative projects to meet the national priorities identified in the action plan. The action plan will be used to form the basis of the National Biosecurity Committee's annual work program.
- 3.4 The action plan will be reviewed by the chief executive officers of agencies responsible for biosecurity matters on an annual basis to ensure that priorities are accurately covered. The action plan will specify review points at which the National Biosecurity Committee will be required to report on progress to the relevant ministers and chief executive officers.

4. Developing and implementing work plans

- 4.1 Work plans for collaborative projects will be developed by the National Biosecurity Committee for each activity identified to meet the priority areas under the action plan.
- 4.2 The work plans will identify outputs; deliverables; resources; risks and risk management strategies; timeframes for key milestones; and communication and engagement plans. The work plans will clearly set out the financial commitments of each Party for collaborative projects to be carried out according to existing financial delegations for the National Biosecurity Committee, the agencies responsible for biosecurity matters and the ministers responsible for biosecurity matters.
- 4.3 The work plans will be implemented by the parties of the National Biosecurity Committee, with a party being appointed as project manager for each work plan.
- 4.4 The work plans will be reviewed annually, or on an as needs basis, through the National Biosecurity Committee's standard processes.

5. Reporting

- 5.1 An annual report on the implementation activities carried out under the Agreement will be produced by the National Biosecurity Committee and provided to the Commonwealth, state and territory ministers responsible for biosecurity matters through the chief executive officers of agencies responsible for biosecurity matters.

6. Glossary of terms

Term	Meaning
The Agreement	This Agreement and all schedules and attachments to this Agreement.
Aquatic	Includes freshwater, estuarine and marine.
Animal Health Australia (also known as Australian Animal Health Council Ltd)	A not-for-profit public company established by the Commonwealth, state and territory governments and major national livestock industry organisations that manages national programs to assist the Australian animal health service system in maintaining acceptable national animal health standards at home and overseas, and aid the improvement in the quality of animal health infrastructure and services.
Appropriate Level of Protection	The level of protection deemed appropriate by a country establishing a sanitary or phytosanitary measure to protect human, animal or plant life or health within its territory.
Audit	Systematic, independent and documented process for obtaining evidence and evaluating it objectively to determine the extent to which the criteria are fulfilled.
Ballast Water	Water taken up by ships to assist with vessel stability and balance.
Beneficiary	Those individuals, organisations, industry groups etc that benefit from risk mitigation measures in response to a biosecurity measure or activity.
Biofouling	Marine organisms that attach to objects (such as vessels and infrastructure immersed in seawater, including fishing vessels, commercial ships, non-trading vessels, petroleum vessels, equipment and infrastructure).
Biosecurity	The management of the risks to the economy, the environment, and the community, of pests and diseases entering, emerging, establishing or spreading.
Biosecurity Activities	Activities undertaken to manage biosecurity risks.
Biosecurity Continuum	Describes the range of locations where biosecurity risks may arise and where biosecurity activities take place - pre-border, at the border and post-border.
Biosecurity Emergency	Circumstances in which a pest or disease poses a significant and immediate threat to part or parts of Australia's economy, environment or community.
Biosecurity Incident	An event which increases the likelihood of biosecurity risk being realised.
Biosecurity Measures	Activities undertaken to manage biosecurity risks.
Biosecurity Risks	The potential of a disease or pest entering, emerging, establishing or spreading in Australia; and the disease or pest causing harm to the environment, or economic or community activities.
Commonwealth	The party to this Agreement that is the Commonwealth of Australia, including its external territories.

Term	Meaning
Community	Includes human health and social amenity.
Compliance	Status whereby all aspects of product, facilities, people, programmes, and systems meet regulatory requirements and, where applicable, importing jurisdiction's official requirements.
Consensus	In respect of a decision, means that all of the parties present, and not abstaining when an issue is considered, support the decision.
Disease	Means the presence of a pathogenic agent in a host and/or the clinical manifestation of infection that has had an impact (i.e. significant negative consequences) or poses a likely threat of an impact. It includes micro-organisms, disease agents, infectious agents and parasites.
Emergency Pests and Diseases (as they relate to emergency response arrangements in Australia)	<p>Pests and diseases that are:</p> <ul style="list-style-type: none"> (a) exotic to Australia and it is considered to be in the national interest to be free of the pest/disease; or (b) a variant of an endemic pest or disease (that can be distinguished by investigative and diagnostic methods) which if established in Australia, would have a national impact; or (c) a serious pest or disease of unknown or uncertain cause; or (d) a severe outbreak of a known endemic pest or disease, and that is considered to be of national significance with serious social or trade implications.
Emergency Response	<p>The actions taken in anticipation of, during and immediately after, an outbreak to ensure that its impacts are minimised and may include:</p> <ul style="list-style-type: none"> (a) actions constituting an initial response to an outbreak; and (b) actions that form part of a national biosecurity incident response.
Emergency Preparedness	The ability to respond to an emergency allowing for the efficient mobilisation and deployment of resources and services needed to address the outbreak.
Environment	<p>Includes:</p> <ul style="list-style-type: none"> (a) ecosystems and their constituent parts, including people and communities; (b) natural and physical resources; (c) the qualities and characteristics of locations, places and areas; and (d) freshwater, estuarine and marine environments.

Term	Meaning
Established Pests and Diseases	A pest or disease that is perpetuated, for the foreseeable future, within any area and where it is not feasible (whether in terms of technical feasibility or a cost:benefit analysis) to eradicate the pest or disease.
Exotic Pests and Diseases	Pests and diseases affecting plants or animals (and possibly including humans) that do not normally occur in a particular country.
Governments	Refers collectively to the Commonwealth of Australia and state and territory governments.
Inspection	Examination of an animal, plant, food and human health product, vectors and/or systems to verify that they conform to biosecurity requirements.
Jurisdictions	Refers collectively to the Commonwealth of Australia and state and territory governments.
National Biosecurity Committee	The committee established, independently of this Agreement, responsible for biosecurity matters, and tasked with managing a national, strategic approach to emerging and ongoing biosecurity policy issues.
National Biosecurity System	Encompasses the full range of activities undertaken by governments, organisations and individuals across the biosecurity continuum, including prevention, emergency preparedness, detection, response, recovery and on-going management of pests and diseases.
Nationally Significant Pests and Diseases	Indicates that the pest or disease would likely have far reaching and/or national impacts.
Pest	Any species, strain or biotype of the Kingdoms Animalia (excluding human beings), Plantae, Fungi, Monera or Protista that has had an impact (i.e. significant negative consequences), or poses a likely threat of having an impact.
Plant Health Australia	A not-for-profit public company established to be the lead national coordinating body for plant health in Australia working in partnership with industry, governments, researchers and others to facilitate improvements in policy, practice and performance of Australia's plant biosecurity system and to build capability to respond to plant pest emergencies. These activities enhance Australia's plant health status, assist trade, safeguard the livelihoods of producers and support the sustainability and profitability of plant industries and the communities that rely upon them.
Public Good	Means the community receives significant benefit regardless of whether that benefit is in the form of an economic benefit, a non-economic benefit, an environmental benefit, or an intangible benefit.
Risk Analysis	Assessment of the level of biosecurity risk associated with the entry, emergence, establishment and spread of pests and diseases and the identification of options to limit the level of biosecurity risk. Includes risk assessment, risk management and risk communication.

Term	Meaning
Risk Assessment	The evaluation of the likelihood and the biological and economic consequences of entry, establishment, or spread of a pest or disease within the territory of an importing country.
Risk Creator	Those individuals, organisations, industry groups etc that create risks that may result in a disease or pest entering, emerging, establishing or spreading in Australia; and the disease or pest causing harm to the environment, or economic or community activities. It does not include governments undertaking biosecurity activities as part of their regulatory responsibilities.
Risk Management	The process of identifying, selecting and implementing measures that can be applied to reduce the level of risks.
Risk return	The allocation of resources and efforts to those areas of greatest return from a risk management perspective.
Schedules	Schedules to this Agreement.
SPS Agreement	The Agreement on the Application of Sanitary and Phytosanitary Measures of the World Trade Organisation, to which all WTO member countries are bound.
State and Territory Governments	The parties to this Agreement that are the State and Territory Governments of Australia.
Surveillance	Activities to investigate the presence or prevalence of a pest or disease in a given plant or animal population and its environment.
Vector	Anything capable of carrying or transmitting pests, diseases or infections.
Verification	Confirmation through the provision of objective evidence that specified requirements have been fulfilled. Includes inspection and audit activities.
Zoonotic Diseases (or Zoonoses)	A group of infectious diseases that are naturally transmitted between vertebrate animals and humans.

Schedule 2

NATIONAL DECISION-MAKING AND INVESTMENT FRAMEWORK

The following priority reform areas have been identified for collaborative effort over the near-term.

Outcome	Policy directions	Priority reform areas
<p>A consistent approach to biosecurity risk prioritisation and investment to address economic, environmental and social objectives across the biosecurity continuum.</p>	<p>The national decision making and investment framework will allow for:</p> <ul style="list-style-type: none"> • The efficient allocation of biosecurity resources for best return; and • Transparent and objective decision-making. 	<p>Develop and implement agreed approaches for:</p> <ul style="list-style-type: none"> • conducting risk assessments; • cost benefit analyses including impact assessments and beneficiary analyses of biosecurity measures; and • determining the national significance of pests and diseases to assist in decision making and investment. <p>Develop the national capability to undertake risk assessments and cost benefit analyses for nationally significant pests and diseases.</p> <p>Share case study experience of risk return approaches.</p> <p>Share information about significant resource allocations and strategy changes based on risk return principles that may impact risk levels elsewhere.</p> <p>Establish and implement funding mechanisms that allow for contributions to and investment in risk management activities from all relevant parties.</p>

The Parties will work together to improve the National Biosecurity System, noting that the rate of progress in many areas may be contingent on available resources and parliamentary processes.

The policy directions and priority reform areas identified in this schedule aim to achieve the principles, and improve the components and features, of the National Biosecurity System (as identified in clauses 4.1, 5.2 and 5.3 in the Intergovernmental Agreement on Biosecurity).

Schedule 3

NATIONAL BIOSECURITY INFORMATION FRAMEWORK

The following priority reform areas have been identified for collaborative effort over the near-term.

Outcome	Policy directions	Priority reform areas
<p>A collaborative approach to collecting, collating, analysing, storing and sharing biosecurity information to improve decision making and enhance operational efficiency.</p>	<p>A national biosecurity information management framework will allow for:</p> <ul style="list-style-type: none"> • Timely access to, and use of, a wide range of biosecurity information sources; • Minimised unnecessary duplication of effort across jurisdictions; • Improved planning of biosecurity activities and responses to biosecurity incidents; • Better informed risk assessments using data from across the continuum; • Technical interoperability and compatibility of information and management systems; and • Appropriate data security protocols and systems. 	<p>Establish national information needs for optimal biosecurity management in each sector.</p> <p>Establish and utilise common national standards across jurisdictions for data collection, recording and reporting to meet agreed national needs.</p> <p>Develop and implement processes to enable timely access and availability of data to meet national needs.</p> <p>Implement a process for the harmonisation of information management capabilities to optimise data sharing.</p> <p>Examine and address impediments to sharing biosecurity information (in particular legislative impediments).</p> <p>Examine and develop mechanisms to facilitate national consultation prior to developing new biosecurity information systems, to facilitate more cost-effective national and jurisdictional information management capability and utility.</p>

The Parties will work together to improve the National Biosecurity System, noting that the rate of progress in many areas may be contingent on available resources and parliamentary processes. The policy directions and priority reform areas identified in this schedule aim to achieve the principles, and improve the components and features, of the National Biosecurity System (as identified in clauses 4.1, 5.2 and 5.3 in the Intergovernmental Agreement on Biosecurity).

Schedule 4

NATIONAL SURVEILLANCE AND DIAGNOSTIC SYSTEM

The following priority reform areas have been identified for collaborative effort over the near-term.

Outcome	Policy directions	Priority reform areas
<p>Early detection and accurate, timely diagnosis of pests and diseases of concern to reduce economic, environmental and community impacts using an integrated, coordinated and comprehensive approach.</p>	<p>The national surveillance and diagnostic system will allow for:</p> <ul style="list-style-type: none"> • Efficient development and use of diagnostic capability and infrastructure to minimise unnecessary duplication of effort across jurisdictions; • The development and maintenance of baseline capacity, including technical capacity, for surveillance and diagnostic activities; • The provision of information on Australia's pest and disease status to support the maintenance and development of international markets for Australian food and fibre; and • Greater utilisation of public and private stakeholders as participants in pest and disease investigation and reporting. 	<p>Establish and adopt a framework for funding and managing nationally collaborative surveillance and diagnostic activities, including the development and consolidation of infrastructure and capacity.</p> <p>Share technologies to improve surveillance and diagnostics across jurisdictional borders.</p> <p>Enhance programs that build capability in both the public and private sectors, and the community for the early detection of pests and diseases.</p> <p>Deliver training and development activities to ensure skills in pest and disease investigation and detection are available to achieve identified outcomes.</p> <p>Strengthen coverage for surveillance and diagnostic activities for aquatic and terrestrial environmental pests and diseases.</p> <p>Develop and implement a framework for coordinating product traceability.</p> <p>Develop an integrated approach for aquatic biosecurity, including biofouling and ballast water.</p>

The Parties will work together to improve the National Biosecurity System, noting that the rate of progress in many areas may be contingent on available resources and parliamentary processes. The policy directions and priority reform areas identified in this schedule aim to achieve the principles, and improve the components and features, of the National Biosecurity System (as identified in clauses 4.1, 5.2 and 5.3 in the Intergovernmental Agreement on Biosecurity).

Schedule 5

NATIONAL MANAGEMENT FRAMEWORK FOR ESTABLISHED PESTS AND DISEASES

The following priority reform areas have been identified for collaborative effort over the near-term.

Outcome	Policy directions	Priority reform areas
<p>A strategic, consistent, scientific, risk-based approach to managing the impacts of established pests and diseases.</p>	<p>A national approach to managing established pests and diseases will allow for:</p> <ul style="list-style-type: none"> • Activities to be undertaken by the most appropriate party; • Appropriate prioritisation of established pests and diseases based on risk and impact; • Development and implementation of cost-effective strategies for prevention, detection, containment and/or protection of assets; and • Preparation of consistent impact analyses, including cost benefit analyses, to identify risk creators, beneficiaries and appropriate levels of investment. 	<p>Clarify roles and responsibilities of all relevant parties in managing established pests and diseases, including criteria for when a particular party is to take a lead responsibility in managing a particular pest or disease.</p> <p>Develop a methodology to undertake impact analyses of established pests and diseases that can be used nationally and at the state level.</p> <p>Develop agreed lists of nationally significant established pests and diseases.</p> <p>Develop and implement a collaborative framework for managing established pests and diseases across borders.</p> <p>Create and implement collaborative management systems for containing a nationally significant pest or disease to a geographic area and, as appropriate, limiting the level of the pest or disease within that area.</p> <p>Implement national consultative arrangements of relevant stakeholders and networks for the management of established pests and diseases.</p>

The Parties will work together to improve the National Biosecurity System, noting that the rate of progress in many areas may be contingent on available resources and parliamentary processes. The policy directions and priority reform areas identified in this schedule aim to achieve the principles, and improve the components and features, of the National Biosecurity System (as Identified in clauses 4.1, 5.2 and 5.3 in the Intergovernmental Agreement on Biosecurity).

Schedule 6

NATIONAL ENGAGEMENT AND COMMUNICATION FRAMEWORK

The following priority reform areas have been identified for collaborative effort over the near-term.

Outcome	Policy directions	Priority reform areas
<p>Improved cooperation between the Parties to increase stakeholder and beneficiaries awareness, and enhance the effectiveness, of biosecurity activities through communication and engagement.</p>	<p>A national biosecurity engagement and communication framework will allow for:</p> <ul style="list-style-type: none"> • Governments to inform, consult with, involve, collaborate with, and empower industry and other non-government stakeholders; • The use of a range of methodologies and communication channels to achieve more targeted and timely communication; • Greater awareness of government and stakeholder roles and responsibilities; • Minimised unnecessary duplication of effort across jurisdictions; • Greater participation by stakeholders in biosecurity activities; and • Behaviour changes in stakeholders and the general community. 	<p>Implement nationally consistent biosecurity communication strategies to achieve national goals and objectives.</p> <p>Develop national tools and products to improve accessibility to biosecurity information.</p> <p>Share effective and relevant communication tools and products for use among jurisdictions.</p> <p>Establish, review and revise governance arrangements for the implementation of engagement and communication activities.</p> <p>Establish education, communication and engagement methods and arrangements to facilitate non-government stakeholder participation in biosecurity activities (such as passive surveillance and compliance).</p>

The Parties will work together to improve the National Biosecurity System, noting that the rate of progress in many areas may be contingent on available resources and parliamentary processes. The policy directions and priority reform areas identified in this schedule aim to achieve the principles, and improve the components and features, of the National Biosecurity System (as identified in clauses 4.1, 5.2 and 5.3 in the Intergovernmental Agreement on Biosecurity).

Schedule 7

NATIONAL EMERGENCY PREPAREDNESS AND RESPONSE ARRANGEMENTS

The following priority reform areas have been identified for collaborative effort over the near-term.

Outcome	Policy directions	Priority reform areas
<p>An enhanced level of preparedness and consistent response arrangements across jurisdictions to assist in the effective and timely management of biosecurity incidents and emergencies.</p>	<p>National emergency preparedness and response arrangements will allow for:</p> <ul style="list-style-type: none"> • Nationally consistent response arrangements; • Consistent and agreed funding arrangements; • Timely decisions and actions; • Access to appropriately trained people between jurisdictions; • A coordinated national approach to capability and infrastructure for biosecurity emergency responses; • The development and maintenance of scientific and technical capacity to support response activities; and • Improved communication capabilities between jurisdictions during an emergency. 	<p>Implement programs to ensure all jurisdictions maintain the capacity and capability to respond to biosecurity incidents and emergencies.</p> <p>Implement appropriate funding arrangements to ensure the effectiveness of responses to biosecurity incidents and emergencies.</p> <p>Undertake coordinated planning and preparedness activities necessary to inform and improve response arrangements for emergency pests and diseases.</p> <p>Establish and utilise emergency planning and preparedness activities to improve responses to environmental biosecurity emergencies.</p> <p>Undertake a stocktake of capability to respond to an environmental biosecurity emergency.</p> <p>Share resources and capabilities between jurisdictions to train and prepare for, and respond to, emergencies.</p> <p>Develop and implement nationally accredited training and approved biosecurity exercise programs and simulations.</p> <p>Develop and implement standard processes to facilitate the exchange of information between jurisdictions during a biosecurity emergency response.</p> <p>Maintain clearly defined and consistent emergency response arrangements that are recognised and practiced by all jurisdictions across each level of government.</p>

The Parties will work together to improve the National Biosecurity System, noting that the rate of progress in many areas may be contingent on available resources and parliamentary processes.

The policy directions and priority reform areas identified in this schedule aim to achieve the principles, and improve the components and features, of the National Biosecurity System (as identified in clauses 4.1, 5.2 and 5.3 in the Intergovernmental Agreement on Biosecurity).

Schedule 8

**NATIONAL BIOSECURITY RESEARCH, DEVELOPMENT AND EXTENSION
FRAMEWORK**

The following priority reform areas have been identified for collaborative effort over the near-term.

Outcome	Policy directions	Priority reform areas
<p>A robust and integrated national biosecurity research and development capability and infrastructure to collaboratively support the management of biosecurity risks.</p>	<p>A national biosecurity research, development and extension strategy will allow for:</p> <ul style="list-style-type: none"> • The investigation and application of available international and domestic leading edge technology; • The delivery of cost effective and efficient research and development that minimises the unnecessary duplication of effort, capability and infrastructure across jurisdictions; • Development and maintenance of scientific and technical capacity in nationally important areas of research and development (including linkages to international capability); • Timely and accurate identification and management of potential and emerging biosecurity risks; • Improved strategies for adoption of biosecurity research outcomes; • Identification of emerging technologies and the stimulation of new ideas, concepts and innovations; • Identification and addressing of knowledge gaps in the system; and • Greater use of internationally recognised researchers and expertise. 	<p>Implement a multi-disciplinary system to ensure research and development activities are coordinated and aligned with biosecurity priorities.</p> <p>Implement an adoption and extension strategy for biosecurity research outcomes.</p> <p>Develop programs and tools to facilitate rapid uptake of research and development outputs and adoption of innovation.</p> <p>Establish processes to better gather intelligence, improve modelling and analysis and translate these to action.</p> <p>Develop national tools and products to improve accessibility to research information and capability.</p> <p>Develop and implement a research and development framework where individual governments will perform:</p> <ul style="list-style-type: none"> • a leadership role in biosecurity research and development where there is a major priority for the relevant government; and • a support role and effective linkages in research areas where they are not leaders.

The Parties will work together to improve the National Biosecurity System, noting that the rate of progress in many areas may be contingent on available resources and parliamentary processes.

The policy directions and priority reform areas identified in this schedule aim to achieve the principles, and improve the components and features, of the National Biosecurity System (as identified in clauses 4.1, 5.2 and 5.3 in the Intergovernmental Agreement on Biosecurity).