Fruit Fly (FF) Operational Agreement Summary September 2022

# Introduction

In May 2014, the Government Industry Agreement for Biosecurity Readiness and Response (GIA) came into effect with the signing of the GIA Deed. GIA is a formal biosecurity partnership between industry and government to prepare for and manage new primary industry pests and diseases that might arrive in New Zealand. The GIA Deed is a legal document which includes the following key operational partnership components:

* Engagement between MPI and industry on improving biosecurity systems.
* Shared decision making on activities to prepare for and respond to pest/disease incursions.
* Sharing the costs of these activities between Government and Industry.

An Operational Agreement (OA) is the document that outlines what readiness and response activities will be undertaken, how decisions will be made, and how activities will be funded. In May 2016 the first such operational agreement, for the management of fruit fly, was signed by MPI and a number of impacted horticulture sector GIA signatories. The Fruit Fly Operational Agreement (FFOA) was reviewed, revised, and renewed with effect from 1 September 2022.

The FFOA creates a Fruit Fly Council (FFC), members are:

* + Biosecurity New Zealand
	+ Kiwifruit Vine Health representing the kiwifruit and kiwiberries sectors.
	+ NZ Apples and Pears, representing the Pipfruit and Pear sectors.
	+ New Zealand Avocado Growers’ Association Inc. representing the fresh

avocado grower sector.

* + Tomatoes NZ, representing fresh Tomato growers.
	+ Summerfruit NZ representing the Summerfruit sector consisting of apricot, cherry, nectarine, peach and plum growers.
	+ Vegetables NZ, representing the commercial fresh vegetable growers sector.
	+ Citrus New Zealand representing
	+ Process Vegetables NZ, representing a variety of process vegetable crops.
	+ GIA Secretariat as administrator.

#  Summary of FF Operational Agreement clauses

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| Parties | The Parties who have signed the OA are the following GIA Deed Signatories: Apples and Pears NZ, Kiwifruit Vine Health Inc., New Zealand Avocado Growers Association Inc., Citrus NZ, Tomatoes NZ, Vegetables NZ, Horticulture NZ Incorporated (on behalf of Processed Vegetables NZ), Summerfruit NZ, and the Ministry for Primary Industries. |
| Term | The initial term of the FF OA will be five years with an automatic two-year renewal, and it will come into effect from 1 September 2022. |
| Introduction | The OA covers specific biosecurity readiness for all Lure Responsive Fruit Flies (an economically significant polyphagous species of fruit fly belonging to the family Diptera: Tephritidae where males of the species are attracted to methol eugenol, cuelure or trimedlure) and response activities for Queensland Fruit Fly (*Bactrocera tryoni),* Mediterranean Fruit Fly (*Ceratitis capitata*), Oriental Fruit Fly (*Bactrocera dorsalis)* and one level one response for any other lure responsive fruit fly.The Parties will work together, from a basis of shared understanding, to reduce the impacts of fruit fly by:* Enhancing the integrity and effectiveness of New Zealand’s wider fruit fly biosecurity system.
* Reducing the likelihood of a fruit fly incursion.
* Retaining New Zealand’s freedom from economically significant fruit fly (including demonstrating New Zealand is a pest free area as per International Standards for Phytosanitary Measures (ISPM) 26, issued and updated from time to time by the International Plant Production Convention; and detecting any fruit flies covered by this OA early enough to ensure a successful Response).
* Successfully and rapidly managing a fruit fly detection and/or eradicating any incursion of a fruit fly subject to a Response under this OA.
* Reducing the impact of a fruit fly incursion and eradication response on production and market access.
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| Governance | * Governance is by a FF Council (FFC) made up of one Designated Decision Maker from each Party. Response governance will be separate from FFC though with the same parties.
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| Readiness | * FFC maintains, manages, and updates an annual readiness work programme.
* Existing FF readiness and response arrangements will continue unless varied.
* The FFC will establish and implement additional readiness activities to seek improvements in current readiness activities and response arrangements.
* A Party may, in good faith, withdraw from a readiness activity and will forfeit decision making rights. Withdrawal from a readiness activity does not automatically mean withdrawal from the OA.
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| Response | * The Fruit Fly standard is the response plan used during a biosecurity response.
* A Party may, in good faith, withdraw from a response and will forfeit decision making rights. Withdrawal from a response does not automatically mean withdrawal from the OA***.***
* Any response will be delivered under a National Biosecurity Response System managed by Biosecurity New Zealand.
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| Cost sharing | * The costs will be shared by the Government and industry as follows:
	+ 60% Government: 40% Industry for readiness
	+ 68% Government: 32% Industry for a Level One Response
	+ 84% Government: 16% Industry for a Level Two Response
	+ 92% Government: 8% Industry for a Level Three response
* The Agreement defines the differing Response levels as follows:
* Level 1 response – A Response Level 1 is triggered when a fruit fly is detected in one of the fruit fly surveillance traps, or reliable evidence is presented that fruit flies are present in New Zealand. This is the minimum trigger level.
* Level 2 response - The decision to initiate a Response Level 2 is informed by intelligence that provides compelling evidence that a fruit fly population is establishing. Evidence of a breeding population of fruit fly in New Zealand is reasonably suspected based upon:
1. detection of eggs or larvae in locally produced fruit; or
2. detection of mated female flies; or
3. over a 14-day period, further detections of male flies in traps in a pattern that indicates a population is present; or
4. other evidence that indicates a population of fruit flies is present.
* Level 3 response – The move to Response Level 3 may be initiated when the infestation of fruit fly is found to be more widespread. There are several alternative strategies available to facilitate an effective response in these scenarios. Deployment of any particular strategy will be informed by technical advice and recommendations to the CTO and Response Governance. Such a Response will likely be a multi-year programme that includes significant extension of the controlled area and additional eradication actions.
* As with all responses under GIA, the Government will pay the first 20% of costs on behalf of risk exacerbators
* Industry cost shares will be shared based on industry value (first point of sale averaged over 4 years, which will be updated annually.
* Contributions can also be made to readiness and response activities in the form of in-kind contributions.
* Industry signatories’ response liabilities are limited by a fiscal cap
* Costs associated with readiness will occur every year, but costs for responses will occur only when (if) FF are detected in New Zealand.
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| Non-Signatory Beneficiaries[Grab your reader’s attention with a great quote from the document or use this space to emphasize a key point. To place this text box anywhere on the page, just drag it.] | * The GIA deed provides that the Crown represents the interests of sectors that have not joined GIA but benefit from biosecurity activities. These are referred to as non-signatory beneficiaries
* The Non-Signatory Beneficiaries crops or sectors identified in the OA include:
	+ Blueberries
	+ Raspberries
	+ Blackcurrants
	+ Olive
	+ Boysenberry
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* + - Buttercup Squash
		- Feijoa
		- Persimmon
		- Passionfruit
		- Strawberries
		- Tamarillo

General Contractual Provisions

* The GIA Standard OA terms and conditions also apply to the FFOA. These can be found at

<https://www.gia.org.nz/Portals/79/Content/Documents/Resource-Library/GIA%20OA%20standard%20terms%20and%20conditions%20with%20effect%20from%201%20Sept%202022%20for%20web.pdf?ver=2022-08-19-150421-137>