

**INTERGOVERNMENTAL AGREEMENT**

**ON**

**A NATIONAL SYSTEM FOR THE PREVENTION**

**AND MANAGEMENT OF MARINE PEST**

**INCURSIONS**

# **INTERGOVERNMENTAL AGREEMENT ON A NATIONAL SYSTEM FOR THE PREVENTION AND MANAGEMENT OF MARINE PEST INCURSIONS**

## **Date**

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This Agreement is dated 15 April 2005.

## **Parties**

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This Agreement is made between the following Parties (collectively referred to as “the Parties”):

**The AUSTRALIAN GOVERNMENT**

**The STATE OF NEW SOUTH WALES**

**The STATE OF VICTORIA**

**The STATE OF QUEENSLAND**

**The STATE OF WESTERN AUSTRALIA**

**The STATE OF SOUTH AUSTRALIA**

**The STATE OF TASMANIA**

**The NORTHERN TERRITORY OF AUSTRALIA**

## **Context**

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This Agreement is made in the following context:

- A. The Parties agree that there is a need to develop, implement and maintain a National System to prevent and manage marine pest incursions.
- B. The Parties agree that the National System would:
  - (a) provide effective and cost efficient procedures in relation to prevention, emergency management and ongoing management and control of marine pest incursions, for the purpose of protecting Australia’s marine environment and industries dependent on marine resources;
  - (b) facilitate consistency in Australia’s border and post border controls for marine pest management and their consistency with relevant international standards;
  - (c) provide a consistent regulatory approach across Australia through legislation and/or nationally agreed standards, guidelines and protocols; and

- (d) provide cost effective compliance and enforcement arrangements for industry, government and the community.
- C. The Parties recognise that government responsibility for marine pest management encompasses both the Australian Government and the governments of the states and the Northern Territory and involves a variety of government agencies and portfolios.
- D. The Parties agree that there is a need to ensure that all sectors, whose activities may lead to the introduction and translocation of marine pests, will manage the associated marine pest risk. It is recognised that risk management mechanisms to achieve this will vary from sector to sector.
- E. The Parties note that the provisions of this Agreement build on the 1999 Report of the National Taskforce on the Prevention and Management of Marine Pest Incursions and the recommendations of the High Level Officials Working Group on Governance, Legislative and Funding Arrangements endorsed by Ministerial Council in October 2003.
- F. The Parties agree that this Agreement provides for the development of the detailed implementation arrangements for the National System. The Parties agree that the development of detailed implementation arrangements will be in accordance with work programs and timetables agreed by the Standing Committee.
- G. The Parties agree that measures implemented under the National System will be consistent with the provisions of any current or future international agreements relating to exotic marine species, subject to Australia's ratification or other form of endorsement of that agreement. In this respect, the Parties note the agreement, through the International Maritime Organisation, of the International Convention for the Control and Management of Ships' Ballast Water and Sediments.

## **Operative provisions**

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In this document, the Parties agree as follows:

### **PART I - PURPOSE**

#### **1. Purpose of Agreement**

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- 1.1 The purpose of this Agreement is to set out a framework to develop, implement and continuously improve the National System for the Prevention and Management of Marine Pest Incursions in Australia.

### **PART II – INTERPRETATION**

#### **2. Definitions**

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- 2.1 In this Agreement:

‘agreed’ means agreed by the Parties to this Agreement;

‘agreed pest of concern’, ‘marine pest’ and ‘exotic marine species’ respectively mean:

‘agreed pest of concern’ - any marine pest that is agreed, through formal processes established by the Parties under this Agreement, to pose a significant potential or actual threat to any part of Australia’s marine environment or industry, if introduced, established or translocated,

‘marine pest’ - any exotic marine species, that may pose a threat to Australia’s marine environment or industry, if introduced, established or translocated,

‘exotic marine species’ - any species not normally considered to occur and that may or may not be present in Australia’s marine environment;

‘Australian Transport Council’ means the group of Australian Government, state and territory Ministers who have responsibility for transport matters;

‘ballast water’ means water (including sediment that is or has been contained in water) used as ballast;

‘biofouling’ means the attachment of marine organisms to any part of a vessel, or any equipment attached to or on board the vessel, aquaculture equipment, mooring devices and the like;

‘introduction’ means the transport of an exotic marine species to a location within Australia’s marine environment from a source beyond Australia’s marine environment;

‘measure’ means an action undertaken to prevent or limit damage to Australia’s marine environment or industry;

‘Ministerial Council’ means the Natural Resource Management Ministerial Council;

‘model legislation’ means legislative requirements to ensure that ballast water is subject to nationally consistent management arrangements; while the wording of the legislative requirements established by individual jurisdictions may differ, the legislative requirements must deal with the same subject matter in a manner appropriate for the legal regime of the jurisdiction, and must have the same intent and effect;

‘National System’ means the National System for the Prevention and Management of Marine Pest Incursions;

‘Natural Resource Management Ministerial Council’ means the group of Australian Government, state and territory Ministers who have responsibility for natural resource matters;

‘Partnership Agreement’ means the agreement by that name (including any attachments or annexes to that agreement) between a stakeholder organisation and governments with respect to implementing and/or funding the National System;

‘Single National Interface’ means the Single National Interface described in clause 17.1 of this Agreement;

‘Standing Committee’ means the Standing Committee of officials that supports the Natural Resource Management Ministerial Council;

‘translocation’ means the transport of an exotic marine species from one area of Australia’s marine environment to another;

‘vector’ means anything capable of introducing or translocating an exotic marine species; and

‘vessel’ means any ship, boat or other description of vessel used in navigation by sea.

### **3. Annexures**

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3.1 The Annexures to this Agreement form part of this Agreement.

## **PART III – OBJECTIVES**

### **4. Objectives**

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- 4.1 The objectives of the National System are to:
- (a) Prevent the introduction to Australia of exotic marine species;
  - (b) Prevent the translocation within Australia of exotic marine species;
  - (c) Provide emergency preparedness and response capacity to respond to and where feasible eradicate, outbreaks of exotic marine species; and
  - (d) Manage and control exotic marine species where eradication is not feasible.

### **5. Risk management approach**

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5.1 Risk management will guide the implementation of the National System (Note: see also clause 9.1 of this Agreement).

## **PART IV - IMPLEMENTATION**

### **6. Components of the National System**

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- 6.1 The National System will comprise the following components:
- (a) Prevention;
  - (b) Emergency management (preparedness and response); and
  - (c) Ongoing management and control.

### **7. Development and Implementation of the National System**

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- 7.1 The Parties acknowledge that all components of the National System must be implemented.
- 7.2 In relation to the Agreement and the development, implementation and improvement of the National System each Party will:
- (a) act fairly and reasonably in its dealings with other Parties;
  - (b) act in an open and transparent manner in its dealings with other Parties;
  - (c) work together co-operatively with other Parties, where appropriate;
  - (d) use reasonable endeavours to implement the Agreement, maintain the integrity of and continuously improve the provisions of the National System, including the Single National Interface and any other systems;
  - (e) notify and consult other Parties on significant matters and issues which come to their attention, including matters that may improve the operation of the Agreement and the National System;
  - (f) share and exchange information; and
  - (g) use reasonable endeavours to detect, prevent and prosecute contraventions under the National System.

- 7.3 The Parties will:
- (a) develop specific priorities for implementation guided by the assessment of risk posed by various vectors and species and consideration of the benefits and costs associated with acting on these risks;
  - (b) agree to the measures proposed for adoption as part of the National System, prior to their implementation;
  - (c) in the event that agreement is not reached on all measures proposed for adoption as part of the National System, to implement those measures that are agreed;
  - (d) work co-operatively to address gaps in information; and
  - (e) develop Partnership Agreements that are progressively negotiated and implemented with the relevant stakeholders, including appropriate funding mechanisms to underpin the development and implementation of the National System.

## **8. National Co-ordination for the National System**

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- 8.1 The Standing Committee will establish and oversee national co-ordination arrangements to assist development and implementation as and when required (Note: see also Part VIII of this Agreement).

## **9. Risk assessment and management**

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- 9.1 The Parties agree that in assessing and managing risks, national criteria and decision making processes will be agreed to:
- (a) determine agreed pests of concern for the prevention, emergency management and ongoing management and control components of the National System;
  - (b) assess the risk posed by vectors based on regional characteristics of Australia's marine environment, including vector patterns; and
  - (c) determine consistent measures to manage the risk posed by vectors.

## **10. National consistency - standards, guidelines and protocols**

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- 10.1 The Parties agree that consistent standards, guidelines and protocols are required to implement the National System, ensuring that:
- (a) people enjoy the benefits of equivalent protection standards from the risks posed by exotic marine species throughout Australia; and
  - (b) decisions by business are not distorted and markets are not fragmented by variations between jurisdictions in relation to the adoption or implementation of measures arising from this Agreement.
- 10.2 The Parties also agree that nationally consistent management arrangements for the regulation of ballast water are required.

## **11. Examination of measures**

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- 11.1 The Parties agree that any measure proposed for adoption in the National System must be examined to identify its effectiveness as well as economic, environmental and social impacts and to ensure simplicity, efficiency in administration and consistency in its implementation.

## **12. Development and implementation of model legislation**

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- 12.1 The Parties agree to develop and implement model legislation as outlined in Annex A, to provide for nationally consistent management arrangements for the regulation of ballast water.

## **13. Timing for promulgation of model legislation**

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- 13.1 The Parties will use reasonable endeavours to promulgate model legislation within twelve months of the signing of this Agreement.

## **PART V - ROLES AND RESPONSIBILITIES FOR THE IMPLEMENTATION OF THE NATIONAL SYSTEM**

## **14. Prevention**

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- 14.1 The Parties will implement the prevention component of the National System as follows:

### *Ballast Water*

- (a) The Australian Government, through legislation, will ensure that vessels, that may discharge internationally sourced ballast water, are subject to agreed measures to minimise the risk of introducing agreed pests of concern through this ballast water for the duration of their voyage in Australia;
- (b) The states and the Northern Territory, through legislation, will ensure that vessels, that may discharge ballast water taken up within Australia, are subject to agreed measures to minimise the risk of translocating agreed pests of concern through this ballast water;
- (c) The Parties agree that all inspection and other services related to ballast water management will be provided to an agreed national standard through the most cost effective and appropriate providers;

### *Biofouling*

- (d) The Australian Government, through legislation, will ensure that vessels entering Australia are subject to agreed measures to minimise the risk of introducing marine pests through biofouling;
- (e) The states and the Northern Territory will ensure that vessels travelling between Australian locations are subject to agreed measures to minimise the risk of translocating marine pests through biofouling;
- (f) The Parties, through agreed best practice management guidelines and protocols, will within their jurisdictions promote the uptake of measures for aquaculture operations to minimise the risk of translocating marine pests that may be associated with stock, equipment and infrastructure;

### *Reservoirs and Biofouling*

- (g) The Parties, through agreed best practice management guidelines and protocols, will within their jurisdictions promote the uptake of measures to minimise the risk of areas becoming reservoirs for marine pests and to minimise the risk of translocating marine pests that are associated with equipment, infrastructure or any other submerged equipment or structures associated with these areas;

### *Other vectors*

- (h) The Parties, through appropriate legislation, will develop mechanisms to restrict the importation, possession and sale of agreed pests of concern;
- (i) The Australian Government, through legislation, will ensure that vectors other than ballast water and biofouling are managed to minimise the risk of introducing marine pests; and
- (j) The states and the Northern Territory, through agreed best practice management guidelines and protocols, will promote the uptake of measures to ensure that vectors other than ballast water and biofouling are managed to minimise the risk of translocating marine pests.

## **15. Emergency management (preparedness and response)**

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15.1 The Parties will implement the emergency management component of the National System as follows:

- (a) Emergency management arrangements will be nationally co-ordinated, through a National Management Group for Marine Pest Emergencies and a Consultative Committee on Introduced Marine Pest Emergencies, as outlined in Annex B.
  - i. These arrangements will be supported by an agreed national Emergency Marine Pest Plan together with emergency marine pest plans prepared by each state and the Northern Territory; and
  - ii. The national Emergency Marine Pest Plan will be supported by training and simulation exercises at national and regional levels.
- (b) Emergency preparedness will be based on a list of agreed pests of concern.
- (c) Emergency responses (including emergency investigation, eradication and containment measures) to introductions and/or significant translocations of exotic marine species will be determined on a case-by-case basis, based on agreed criteria for determining such responses.
- (d) Arrangements for the agreed sharing, by the Parties, of eligible costs for emergency responses to investigate and where feasible, to eradicate agreed pests of concern, are outlined in Annex B. Where appropriate, funding will be supplemented by contributions from relevant non-government stakeholders.
- (e) If the Consultative Committee on Introduced Marine Pest Emergencies determines that an agreed pest of concern is not eradicable, then the affected jurisdiction(s) should, as far as practicable, contain the agreed pest of concern until arrangements can be put in place for its long-term ongoing management and control.

## **16. Ongoing management and control**

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16.1 The Parties will implement the ongoing management and control component of the National System as follows:

- (a) each Party accepts responsibility for ongoing management and control activities for agreed pests of concern within waters under its control;
- (b) National Control Plans, reflecting an agreed national response, will be developed to reduce, eliminate or prevent the impacts (including translocation) of agreed pests of concern;

- (c) each Party will use reasonable endeavours to develop and implement the relevant National Control Plans;
- (d) the Standing Committee will consider the need for legislative support for National Control Plans and; which Commonwealth, state and territory legislation should provide such appropriate support; and
- (e) if requested by the Ministerial Council, the Parties will use reasonable endeavours to provide appropriate legislative support for the National Control Plans.

## **17. Supporting arrangements**

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17.1 The Parties will establish agreed supporting arrangements, including:

- (a) A Single National Interface:
  - i. to act as a single point of contact for vessels and jurisdictions on ballast water management;
  - ii. to deliver functions, including provision of consistent, agreed advice on management requirements, management options or other relevant information for both internationally and domestically sourced ballast water;
  - iii. to take receipt of required risk management documentation; and
  - iv. to co-ordinate a national monitoring, inspection and verification regime.

The Australian Government will administer the Interface.

- (b) An ongoing national program of targeted monitoring for marine pests to an agreed minimum standard with the purpose of:
  - i. providing early detection to inform an emergency response in the event of an incursion; and
  - ii. routinely updating assessments of the risk status of vectors to inform measures to prevent introductions to and translocations within, Australia.
- (c) A national research and development program to support the development, implementation and periodic evaluation of the National System, in order to maintain its ongoing integrity including:
  - i. arrangements to prioritise and implement research under the National Research Plan, as agreed by Ministerial Council; and
  - ii. mechanisms to promote co-ordination and collaboration between researchers and the adoption of research results.
- (d) A national communication, education and awareness program to inform government agencies, industry and the community at national, regional and local levels of the importance of all three components of the National System and encourage uptake of preventative measures. In this regard, the Parties agree that their respective contributions will be fully recognised in the public presentation of activities supported under this Agreement.
- (e) A national program to evaluate and improve measures under the National System.

## **PART VI - STAKEHOLDER ENGAGEMENT**

### **18. Stakeholder engagement**

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- 18.1 The Parties agree that stakeholder engagement is essential in the development and implementation of the National System.

### **19. Partnership Agreements**

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- 19.1 Formal agreements, known as Partnership Agreements, will be developed with stakeholders on their roles and responsibilities in implementing the National System, including provision for funding contributions as appropriate.

## **PART VII – FUNDING PRINCIPLES**

### **20. Funding of implementation**

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- 20.1 The Parties agree that funding for the implementation of the National System will need to be provided in cash and in kind by all Parties in accordance with the respective responsibilities of each Party in developing, establishing and implementing the National System.

### **21. Contribution by stakeholders**

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- 21.1 Notwithstanding the funding commitments made by each Party to the development, establishment and implementation of the National System, the Parties acknowledge that stakeholders that either contribute to the risk of a marine pest incursion or benefit from the implementation of the National System should contribute to the funding of the National System.

### **22. Cost recovery for prevention measures**

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- 22.1 The Parties agree that funding for prevention measures should be implemented on the basis of cost recovery for services, collected in the most effective way.

### **23. Cost sharing arrangements for emergency management**

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- 23.1 The Parties agree that funding for the emergency management of the National System will be implemented on the basis of the cost sharing arrangements described in Annex B. The Parties acknowledge that, where relevant, Partnership Agreements should be developed to provide funding support for emergency management measures based on the level of benefit of the arrangement to stakeholders and government.

### **24. Funding for ongoing management and control measures**

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- 24.1 The Parties agree that funding for the ongoing management and control measures of the National System will need to be provided by the Parties in accordance with the shared and co-operative measures agreed through National Control Plans on a case by case basis. That Parties acknowledge that, where relevant, Partnership Agreements should be developed to provide funding support for ongoing management and control measures based on the level of benefit of the arrangement to stakeholders and government.

## **PART VIII – OVERSIGHT, CO-ORDINATION AND REVIEW OF IMPLEMENTATION**

### **25. Oversight and co-ordination**

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- 25.1 The Ministerial Council, through its Standing Committee, is responsible for overseeing the development and implementation of the National System, including consultation and co-ordination with the Australian Transport Council and any other relevant Ministerial Councils which may have an interest in marine pest issues or related matters.

### **26. Review of implementation of model legislation**

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- 26.1 Within 18 months of signing this Agreement, the Standing Committee will review, in consultation with the Australian Transport Council and report to the Ministerial Council on the development and implementation of legislation throughout Australia and whether it is nationally consistent.

### **27. Review of the operation of the ballast water management scheme**

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- 27.1 Within 3 years of the signing of the Agreement, the Standing Committee will review, in consultation with the Australian Transport Council, and report to the Ministerial Council on the actual operation of the ballast water management scheme, including the level of co-ordination and co-operation between the Parties.

### **28. Review of National System**

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- 28.1 Within 3 years of the signing of the Agreement, the Standing Committee will also review and report to the Ministerial Council on the implementation and effectiveness of the National System (including any recommendations for amendment to this Agreement, and the need for more stringent arrangements). In conducting this review, the Standing Committee will consult with the Australian Transport Council and other relevant Ministerial Councils.

## **PART IX - COMMENCEMENT OF AGREEMENT**

### **29. Commencement**

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- 29.1 This Agreement may be signed in counterpart and all counterparts taken together will be deemed to form a single, validly signed document.
- 29.2 This Agreement will come into effect on the date it is signed by the Parties (or if signed by them on different days, on the date the last Party signs it).

## **PART X - AMENDMENT OF AGREEMENT**

### **30. Amendments to be in writing**

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- 30.1 Any agreement or understanding that varies or extends this Agreement will not come into effect unless in writing and signed by all Parties.

30.2 Amendments to this Agreement may be made by counterpart and all counterparts taken together will be deemed to form a single, valid amendment to this Agreement.

30.3 An amendment to this Agreement will come into effect on the date it is signed by the Parties (or if signed by them on different days, on the date the last of them signs it).

**31. Addition of other Parties**

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31.1 Each Party consents and agrees to the addition, after the date this Agreement commences, of other jurisdictions (including Norfolk Island and the Australian Capital Territory if deemed appropriate) as Parties.

31.2 The terms of this Agreement remain in effect notwithstanding that, subsequent to commencement of this Agreement, any other jurisdiction becomes a Party.

Signed for and on behalf each of the Parties by:

Signed for and on behalf of the	)	
<b>Commonwealth of Australia</b> by the	)	
HON WARREN TRUSS MP	)	
Minister for Agriculture, Fisheries and	)	
Forestry	)	
in the presence of (Name of witness)	)	_____
	)	Signature
	)	
_____	)	_____
Signature of witness		Date

Signed for and on behalf of the <b>State of</b>	)	
<b>New South Wales</b> by the	)	
HON	)	
	)	
Minister for	)	
	)	_____
in the presence of (Name of witness)	)	Signature
	)	
_____	)	_____
Signature of witness		Date

Signed for and on behalf of the **State of** )  
**Victoria** by the )  
HON JOHN THWAITES MP )  
Minister for the Environment )  
In the presence of (Name of witness) )  
\_\_\_\_\_) Signature  
Signature of witness )  
\_\_\_\_\_) Date

Signed for and on behalf of the **State of** )  
**Queensland** by the )  
HON )  
Minister for )  
in the presence of (Name of witness) )  
\_\_\_\_\_) Signature  
Signature of witness )  
\_\_\_\_\_) Date

Signed for and on behalf of the **State of** )  
**Western Australia** by the )  
HON )  
Minister for )  
In the presence of (Name of witness) )  
\_\_\_\_\_) Signature  
Signature of witness )  
\_\_\_\_\_) Date

Signed for and on behalf of the **State of** )  
**South Australia** by the )  
HON RORY JOHN MCEWEN MP )  
Minister for Agriculture, Food and Fisheries )  
In the presence of (Name of witness) )  
\_\_\_\_\_) Signature  
Signature of witness )  
\_\_\_\_\_) Date

Signed for and on behalf of the **State of Tasmania** by the )  
HON JUDY JACKSON MHA )  
Minister for Environment and Planning )  
In the presence of (Name of witness) )  
\_\_\_\_\_) Signature  
Signature of witness )  
\_\_\_\_\_) Date

Signed for and on behalf of the **Northern Territory of Australia** by the )  
HON CHRIS BURNS MLA )  
Minister for Primary Industry and Fisheries )  
In the presence of (Name of witness) )  
\_\_\_\_\_) Signature  
Signature of witness )  
\_\_\_\_\_) Date

## LEGISLATIVE REQUIREMENTS FOR NATIONALLY MANAGING THE RISKS FROM BALLAST WATER

### 1. Background

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- 1.1 The Ministerial Council has agreed that the Australian Government, states and Northern Territory will develop or where appropriate amend existing legislation to provide for a nationally consistent management regime for the regulation of ballast water.
- 1.2 Commonwealth law will regulate the management of ballast water from international sources. State and Northern Territory laws will regulate the management of ballast water taken up within Australia. The Australian Government, states and Northern Territory will implement the legislation to ensure that there is a nationally consistent regime for the regulation of ballast water.
- 1.3 The purpose of the legislation is to introduce arrangements for the control and management of ballast water so as to reduce the risk of introduction and translocation of agreed pests of concern.

### 2. Arrangements for the control and management of ballast water

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- 2.1 Legislation will provide for the control and effective management of ballast water including:
  - To prohibit the discharge of ballast water that has not been managed in accordance with ballast water management requirements.
  - To provide for the specification of and the implementation of ballast water management requirements, including:
    - ballast water management options and risk assessment procedures;
    - the classes of vessels that are subject to ballast water risk management ;
    - ballast water management actions required of a vessel;
    - record keeping, communication and/or reporting requirements by a vessel in relation to ballast water management requirements;
    - vessel compliance arrangements, including access for inspection, copy and removal of documents and the questioning of crew;
    - access to areas for ballast water sampling;
    - agreements that exempt vessels from certain ballast water management requirements;
    - charging and collection of fees for the provision of services (including inspections) relating to ballast water management requirements;

- offences and penalties (including a discretion to issue formal warnings) for the discharge of ballast water in contravention of ballast water management requirements and other contraventions of the legislation (e.g. failure to keep records, refusal to provide information and making false statements);
- information exchange and co-operation with other Australian, state and Northern Territory government agencies; and
- delegation of authority in relation to ballast water management requirements to approved classes of persons (including officers from Australian, state and Northern Territory government agencies).

## EMERGENCY MANAGEMENT ARRANGEMENTS

### **1. Principles and arrangements for the management of marine pest emergencies**

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- 1.1 The following principles and arrangements apply to the management of marine pest emergencies that:
- (a) Cater for national decision making that provides for collective decisions involving all levels of government where such decisions are necessary for an effective response.
  - (b) Augment arrangements in which the combat jurisdiction is the primary decision-maker in combating the outbreak in accordance with emergency management arrangements.
  - (c) Provide flexibility, responsiveness, and allow for rapid decision making.

### **2. Decision making bodies**

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- 2.1 The level at which decisions are made will depend upon the extent and nature of the issue in question. In practice the main national decision making group will be the National Management Group for Marine Pest Emergencies, as advised by the Consultative Committee on Introduced Marine Pest Emergencies (CCIMPE). Only very high level matters will be referred to members of Ministerial Council or First Ministers.

### **3. National Management Group for Marine Pest Emergencies**

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- 3.1 The National Management Group for Marine Pest Emergencies will be the national management forum through which the Parties invoke cost sharing arrangements to conduct an emergency eradication response to marine pest emergencies of national significance on the basis of advice provided by CCIMPE. The National Management Group will also determine, from time to time, increases in the emergency response funding, that CCIMPE can draw against in accordance with national cost sharing arrangements to assist emergency investigations.

### **4. National Management Group for Marine Pest Emergencies Representation**

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- 4.1 Standing Committee will provide this role.

### **5. Consultative Committee on Introduced Marine Pest Emergencies**

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- 5.1 CCIMPE will be the national technical forum through which the Parties participate in the technical aspects of marine pest emergencies of national significance. To assist in determining whether an incursion is likely to be eradicable, CCIMPE will also determine, from time to time, when emergency response funding should be provided up to \$50,000 (GST exclusive), or as varied from time to time by the National Management Group, to assist an affected jurisdiction to conduct:
- (a) an emergency investigation; and
  - (b) trials of prospective eradication tools.

- 5.2 CCIMPE will provide the national technical forum to enable timely, well-informed decision-making in response to:
- (a) an incursion arising from the introduction of a marine pest; and
  - (b) an incursion arising from the translocation of a marine pest.
- 5.3 CCIMPE will act in accordance with the following terms of reference:
- (a) To inform and consult with all CCIMPE representatives when an initial investigation within a jurisdiction demonstrates reasonable suspicion of an incursion of an agreed pest of concern;
  - (b) To facilitate the national communication of relevant information from the CCIMPE representative of an affected jurisdiction regarding the detection of an exotic marine species in Australia's marine environment, and to evaluate such information;
  - (c) To determine whether the detection of an exotic marine species meets the Emergency Marine Pest Plan (EMP Plan) criteria for a marine pest emergency, and in that event, to declare CCIMPE and EMP Plan operational and to assist an affected jurisdiction by advising on appropriate response strategies;
  - (d) To enable activation of emergency response funding to assist an affected jurisdiction investigate if an incident meets the criteria of a marine pest emergency as specified in EMP Plan;
  - (e) To enable activation of emergency response funding to assist an affected jurisdiction investigate the effectiveness of prospective emergency eradication tools;
  - (f) To refer proposals to the National Management Group for Marine Pest Emergencies to enable activation of funding assistance under cost-sharing arrangements agreed between the Parties, when an incident meets the criteria of a marine pest emergency as specified in EMP Plan;
  - (g) To provide technical advice to an affected jurisdiction on emergency eradication response proposals, and to provide ongoing technical assistance to an affected jurisdiction during the course of a marine pest emergency, and to facilitate access to appropriate technical expertise that is required to assist CCIMPE's deliberations;
  - (h) To progressively evaluate and review responses to marine pest incidents to enhance future response arrangements;
  - (i) To determine when an emergency response to the detection of a marine pest of concern is no longer appropriate, and to provide technical advice, as requested, to jurisdictions on ongoing management and control requirements, including interim management and control measures to minimise the likelihood of further spread; and
  - (j) To review and amend CCIMPE's Operating Guidelines as required.

## **6. CCIMPE Representation**

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- 6.1 Standing Committee members of the Australian Government will nominate four representatives, covering environment, agriculture, fisheries and scientific research portfolios, one of whom will be chair.
- 6.2 Standing Committee members of the states and the Northern Territory will each nominate one representative of their jurisdiction.

- 6.3 Jurisdictional representatives are to liaise within their jurisdiction to ensure that relevant (non-lead) agencies are kept informed, and appropriately involved, in marine pest emergencies.

## **7. Cost sharing between the Parties**

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- 7.1 Parties will share the eligible costs of emergency eradication responses as follows:
- (a) 50% share from the Australian Government and a 50% share collectively from the states and the Northern Territory
  - (b) Individually the states and the Northern Territory contribution to the 50% share be calculated on the basis of the ratio of their respective human populations.
- 7.2 The combined contribution by the Australian Government, and the states and Northern Territory to declared emergencies will be capped at \$5 million (GST exclusive) on a rolling two year basis. Any requirement for additional funding, in any two years, will be referred to the Ministerial Council for approval.