



Dr Michelle Allan

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Dear Dr Allan

RE: Review of the Intergovernmental Agreement on Biosecurity - Agriculture

Thank you for the opportunity to comment on this paper, although we note that the advertised date for closure of the consultation (Thursday 15th September 2024) does not exist. Our responses to the discussion paper are as follows:

1.0 General comments

1.1 The agreement promotes consistency and collaboration between the Commonwealth and state and territory jurisdictions (p5)

This cannot be achieved if individual states, in the face of an outbreak, can make different decisions. Australia is increasingly national, particularly in relation to corporate farming. Different state decisions in different states serves no useful purpose and hampers return to farming operations. Funding differentiation will ultimately impact on each state's ability to fully collaborate

1.2 Australian governments support a whole-of-government approach to biosecurity, covering areas including trade, agriculture, forestry, fisheries, tourism, the environment, social amenity and human health. (p7)

In recent outbreaks the failure of state environmental protection agencies to "get on board" has really been highlighted. In terms of DPI (or equivalently named agency) responses, we are finding increased levels of communication and cooperation, a "skin in the game" approach where there is an understanding of the need to return to production of food and tight agricultural economics, and an increasingly professional and consultative approach. However, not only are the Environmental Agencies in each state not keeping up with this approach, they appear to continue to fail to plan for potential outbreaks, try to make critical decisions in the face of outbreaks, have no sense of urgency, fail to communicate and take a high-handed "we're the government, we'll do what we like" approach.

1.3 Page 7: Fig 1

Just be aware that this is a complex line of reporting and responsibility that can, has and will, delay critical decision making in the face of a real and serious outbreak. There is no time for word-smithing and complexity in the face of actual outbreaks.

1.4 Diagnostics and Monitoring

The recent outbreaks in Vic have shown the true value of Diagnostics "in real time" - this was clearly assisted by AAHL being located in that state. This has allowed for faster and more effective response, more focused bird processing/slaughter to minimise animal waste and has provided really valuable reassurance to consumers.

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Monitoring seems to be a little more patchy and appears to be being undertaken by a mix of DPI, wildlife agency and pathology staff, with some involvement from wildlife groups. Given that monitoring is critical for assessing spread of disease, and that so much of Australia is difficult to access for monitoring purposes, a more structured monitoring plan (even if it includes all those agencies) gives all the stakeholders a common understanding of who is doing what and how to contact them.

1.5 Early Observations (page 12)

- While the IGAB is not legally binding, the Commonwealth and each state and territory are signatories, which demonstrates a united approach in managing Australia's biosecurity system. It should be made legally binding. While there has been an excellent level of cooperation and agreement for current and previous outbreaks at DPI level, this has not been the case for some other affected agencies eg EPA. Making this mandatory would mandate that EPA sees this as much a part of their responsibilities to the community as is the case with DPIs.
- The writing style of the IGAB could be made more contemporary, in plainer English and be less prescriptive to allow flexibility in delivering on obligations. Allowing flexibility can be useful but is more often dangerous, as it works against harmonisation, allows individual participants to run various agendas, and can result in wildly different outcomes particularly in terms of timelines. Political agendas can also not be ignored. We would suggest that any flexibility be carefully identified and noted in advance of an outbreak eg WA sandy soils compared with other states; NOT for example, differences in allowable depopulation/disposal/decontamination methods.

2.0 Guiding question 1: Is the IGAB functioning as intended?

In responding to this question, you are encouraged to reference specific clauses of the IGAB where possible and you may wish to consider and provide comment on:

2.1 Are there specific clauses that impede or promote the successful operation of the IGAB? If so, which clauses?

No comment.

2.2 How does the IGAB promote collaboration between Commonwealth and state and territory governments?

There has generally been good collaboration and agreements at the beginning of an outbreak that is fostered by IGAB - this is less the case as the costs begin to add up - at which time the IGAB tends to remind the stakeholders of their responsibilities

2.3 Is the 'opt-in, opt-out' nature of the document conducive to a national approach to managing biosecurity?

No - and that has caused issues for the current HPAI outbreak and will create significant issues for a future H5N1 outbreak. "Wargaming" should identify impediments to any national approach and these should be considered and documented well in advance of an outbreak - and then any such impediments should only be science based and not political.

National agreement is critical as disease incursions get more frequent or more complex, and as farming operations in particular operate across state boundaries.

2.4 Does the document structure of the IGAB allow for easy implementation and is it easy to comprehend?

Comprehending the English words is NOT the same as comprehending the underlying meaning, or comprehending agendas and non-national actions. We are not aware of people who genuinely understand the document even if they can access it, which is very difficult.

2.5 Are the governance clauses effective or ineffective? How could these be amended?

No comment

2.6 Are the IGAB governance arrangements appropriate?

Should be updated at least every 5 years for currency, and by an accredited auditor. That's just sound business practice. Formal and open reviews should be conducted and published after each event to gauge while personnel involved and any issues current. Too late attempting to understand a long gone participant's notes (if there were any).

3.0 Guiding question 2. What changes, if any, could be made to the current cost sharing and funding arrangements for cross-jurisdictional activities outlined in the IGAB?

In responding to this question, you are encouraged to reference specific clauses of the IGAB where possible and you may wish to consider and provide comment on:

3.1 How signatories to the agreement meet the funding arrangements outlined in the IGAB

Clause 15. Biosecurity activities are undertaken according to a cost effective, science-based and risk-managed approach.

This has not been proven true in the current outbreaks. \$10-\$12M per farm is not effective and not risk based. Some risks are being over-responded to (for the right reasons?). Ideally this would be identified by disease, in advance and industry co-opted by contract to assist in responses to minimise costs, improve animal welfare outcomes and increase efficiency.

3.2 Clause 16. Governments contribute to the cost of risk management measures in proportion to the public good accruing from them. Other system participants contribute in proportion to the risks created and or benefits gained.

In broad terms this has worked well, but does seem to result in the affected state "costing the toilet paper" in an effort to minimise their own costs.

BUT it is worth noting that the key benefits gained from an effective biosecurity system accrue to the broad community who benefits from lower food prices and the GDP rewards that come from "clean green" produce traded on world markets. The community is not party to contribution save via government. This becomes critical is a biosecurity tax is introduced as this moves all the community risk to farmers while the community remains the beneficiary of the outcome. At that moment it is likely that industries will seek to recalibrate the "proportion of risks created or benefits gained" because the proposal is a non-tariff trade *against* local farmers. Biosecurity legislation should maintain the cost of incursions via imported goods on the importer, not, as currently being flagged onto those (farmers) who will be most affected.

3.3 Clause 33d. Each party commits to fulfilling, financially resourcing to maintain an effective biosecurity system and being accountable for their commitments under this agreement and emergency responses deeds and agreements.

Need to define "effective" biosecurity system. It's worth noting that industries are likely to seek to (or actually) default on these responsibilities if they are being taxed as part of the proposed Biosecurity tax, and then charged for outbreaks. This is particularly the case noting that the community is a key source of biosecurity breaches.

3.4 changes that could be made to the funding arrangements outlined in IGAB
[See above](#)

3.5 should the details of cost sharing arrangements be included in the IGAB
[Yes. These things should be public for all to peruse.](#)

3.6 how the cost sharing and funding arrangements are determined and met.
[This will depend quite markedly on the imposition \(or not\) of a biosecurity tax on farmers. It is CLEARLY inappropriate to ask industries to pay a share of an emergency disease response if they are ALSO paying a biosecurity tax - particularly given that for many of the diseases, there is a significant risk of disease incursion from ordinary citizens \(eg Avian Influenza H5N1 from a traveller from Bangladesh, May 2024\).](#)

4.0 Guiding question 3. How did COVID-19 affect the functioning of the IGAB?

In responding to this question, you are encouraged to reference specific clauses of the IGAB where possible and you may wish to consider and provide comment on:

- 4 any suggested amendments to clauses
- 5 how the IGAB could be futureproofed from pandemics such as COVID-19
- 6 observations you made on the functioning of the IGAB during the COVID-19 pandemic.

[No comment on this section](#)

5.0 Previous and ongoing reviews

[The whole idea of precluding the independent reviewer from considering other reviews is ridiculous. With 8 other review planned or operational, there is NO WAY that we can achieve a harmonised and effective system without someone sitting down and considering the findings of all the other reviews as a whole. "Divide and conquer" might work in war, but not in a complex and science based biosecurity system and emergency response protocol for a multitude of disease : industry combinations.](#)

[All the reviews should be considered together within this framework.](#)

Warm Regards,

(by electronic transmission)

Dr Joanne Sillince

15th Sept 2024.