




# MINISTRY FOR PRIMARY INDUSTRIES (MPI) PLANT EXPORT CERTIFICATION STANDARD PEST IDENTIFIER REQUIREMENTS

## PIR

### Requirements for the Recognition of Independent Third Party Suppliers of Plant Pest Identification Services

<b>REVIEW</b>	This MPI standard is subject to periodic review.
<b>ENDORSEMENT</b>	This MPI standard is hereby endorsed.
Director Plant, Food, and Environment MPI	
Date	01 July 2013
Version	1.1

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# AMENDMENT RECORD AND IMPLEMENTATION SCHEDULE

Amendments to this standard originally issued on 1 June 2006 will be given a consecutive number and will be dated.

Please ensure that all amendments are inserted, obsolete pages removed, and the record below is completed.

Amendment No:	Date:	Specification:	Implementation Date:
1	20/11/09	<ul style="list-style-type: none"> <li>• Changes to cover sheet, footer</li> <li>• Changes to sections to bring in 'Recognised'</li> <li>• Include new section 2.1.1 Seed Testing Laboratories</li> <li>• Include new section Diagnostic Facilities</li> <li>• Section 3.3.1 &amp; 3.3.2 alignment with ISO17025</li> <li>• Amend section 4.2 to cover new "Organisms"</li> </ul>	24/11/09
2	01/07/13	Update of Ministry of Agriculture and Forestry (MAF) to Ministry for Primary Industries (MPI)	01/07/13
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# 1 INTRODUCTION

This standard is one of a set of standards that comprise the Ministry for Primary Industries (MPI) export phytosanitary certification system.

This export certification system operates through the delegation of authority by MPI to authorised Independent Verification Agencies (IVAs) and approved Organisations to carry out certification services and activities that contribute to the issuance of MPI phytosanitary certificates.

The standard “System Overview and Requirements” provides an overview of the policies and general requirements for MPI (including Forestry) Export Certification system.

MPI has developed standards and technical requirements for the delegation of authority for the provision of MPI phytosanitary and seed export certification services and activities.

The series of export certification standards can be found on the MPI websites: <https://www.mpi.govt.nz/legal/compliance-requirements/plant-export-requirements/>.

Exported plants and plant products may have regulated pests, as determined by the importing country, associated with them. These pests need to be accurately identified so that appropriate phytosanitary measures (including treatments) can be taken to prevent export of regulated pests from New Zealand. Pest identification requires specialist knowledge in various scientific disciplines (entomology, mycology, bacteriology, nematology, virology, seed identification, etc.) and specialist equipment and reference materials are generally required. A MPI recognised Supplier of plant pest identification services must undertake such work.

A Supplier of plant pest identification services in New Zealand may become officially recognised and participate in the MPI export certification system once they are recognised by the Director. An application for recognition (refer Appendix I) as an independent third party Supplier of plant pest identification services is to be made to the Director. The completed application form is to be returned to Plant Exports, MPI, P.O.Box 2526, Wellington.

## 1.1 Scope

This MPI standard sets out the requirements which must be met by an independent third party Supplier of plant pest identification services, to achieve and maintain recognition status provided by the Director. The obtaining of this status permits the holder to provide plant pest identifications of pests found in New Zealand grown produce where MPI export certification is required.

The scope of the Supplier’s pest identification services is limited to those pests associated with New Zealand grown export crops for which the Supplier is recognised as being competent to identify to the level required by the importing country.

## **1.2 References**

The following documents are referred to in this standard:

- i) ISO/IEC 17025:2005(E), General requirements for the competence of testing and calibration laboratories, Standards New Zealand
- ii) Australia/New Zealand Standard, Part 3, Safety in Laboratories, AS/NZS 2243.3:2002.
- iii) Glossary of Phytosanitary Terms, FAO, 2007.
- iv) International Plant Protection Convention, FAO, revised 1997.

## **1.3 Definitions**

Refer to Appendix 2, MPI Export Certification Standard: System Overview and Requirements.

# **2 APPLICATION PROCEDURE FOR RECOGNITION STATUS**

## **2.1 Recognition**

Any person or organisation wishing to be recognised as a Supplier of plant pest identification services shall:

- i) Apply to the Director (refer Appendix II) for recognition as a Supplier of plant pest identification services.
- ii) Pay the current application fee to the Director at the time they submit their application form.
- iii) Forward to the Director a copy of their documented third party Supplier's system (quality manual) for the pest identification service that has been written based on ISO/IEC 17025, General Requirements for the Competence of Testing and Calibration Laboratories.

The quality manual will be used by MPI to carry out a preliminary assessment (or a desk audit) to determine the adequacy of the Supplier's quality system. If the desk audit shows that the quality system, as described, seems to be effective regarding specified objectives, then MPI or their recognised agent will conduct a site audit. The site audit is to comprehensively assess the entire quality system to ensure that the Supplier has a quality system in place and is capable of meeting all the requirements of this standard. A written report of the site audit findings, with all non-compliance(s) noted, will be given to the applicant. Recognition of the Supplier's quality system by the Director shall be granted only after any non-compliance(s) identified have been rectified.

When the above steps have been successfully completed, the Supplier will formally gain recognition by the Director through the signing of a Contract of Recognition by both parties (refer Appendix III).

- Note: i No Supplier may claim to be recognised before the recognition process has been fully completed and contract documents signed by both parties.*
- ii A Supplier may apply to the Director for provisional recognition of their system prior to gaining formal recognition, as a means of facilitating the transition into a contestable service delivery environment.*

All MPI (or their recognised agent) costs associated with the recognition process shall be paid by the Supplier in accordance with appropriate fees developed in consultation with PMAC.

### **2.1.1 Seed Testing Laboratories**

Seed testing laboratories with current ISTA accreditation may seek MPI recognition as a seed pest identifier where their identification contributes to phytosanitary certification providing they:

- i) Apply to MPI to become an authorised pest identifier (seed identification) as per Appendix 1 of the MPI Standard PEO.PIR: Pest Identifier Requirements;
- ii) Hold current ISTA accredited organisation status (for cross-recognition by MPI);
- iii) Make copies of ISTA audit reports available to MPI within 10 working days after their receipt from ISTA;
- iv) Agree to provide MPI with all seed testing results contributing to phytosanitary certification on request.
- v) Hold and provide MPI Plant Exports with a copy of their public liability insurance as per Appendix II of the MPI Standard “Pest Identifier Requirements”.

### **2.1.2 Diagnostic Facilities**

Diagnostic facilities undertaking the identification of new terrestrial and aquatic organisms and having current MPI approval under the MPI Standard TBA may seek MPI recognition as a plant pest identifier where their identifications contribute to export phytosanitary certification providing they:

- i) Apply to MPI to become an authorised pest identifier as per Appendix 1 of the MPI Standard “Pest Identifier Requirements”.

- ii) Make copies of external accreditation body audit reports available to MPI within 10 days of their receipt;
- iii) Agree to provide MPI with all testing results contributing to phytosanitary certification on request;
- iv) Hold and provide MPI Plant Exports with a copy of their public liability insurance as per Appendix II of the MPI Standard “Pest Identifier Requirements”.

## **2.2 Retention of Recognition**

The Supplier and their pest identification service will retain recognition providing:

- i) The Supplier’s plant pest identification system passes the MPI annual system audit, or in the case of a Seed Testing Laboratory, the ISTA auditing regime, and
- ii) The recognised Supplier undertakes an annual internal audit of their system, (refer section 3.3.1), and
- iii) The recognised Supplier notifies the results of their internal audit to the Director in writing within 21 days of the audit having been undertaken;

## **2.3 Suspension of Recognition**

**2.3.1** Recognition of the Supplier’s plant pest identification system will be considered for suspension and may be suspended by the Director, in full or part, for a specified period, if:

- i) an audit identifies a critical non-compliance(s); or
- ii) agreed corrective actions for occurrences of critical or major non compliance(s) are not implemented; or
- iii) the recognised Supplier formally requests it.

**2.3.2** The Supplier shall be advised of the reasons for the suspension of recognition; the period of suspension and the conditions under which recognition may be reinstated. Such advice shall be sent by email followed by letter (or equivalent means).

**2.3.3** The Supplier shall not provide any pest identification services for which the Director has suspended their recognition.

**2.3.4** Reinstatement of the Supplier’s recognition will only occur when their pest identification service has been confirmed as having met the conditions for reinstatement, as stated in the suspension notice.

- 2.3.5** When the Supplier's system for plant pest identification has been confirmed as meeting the conditions for reinstatement they will be notified in writing of the date from which recognition will be reinstated.

## **2.4 Termination of Recognition**

- 2.4.1** The Supplier's system for plant pest identifications may be terminated at the request of the Supplier.
- 2.4.2** The Supplier's recognition may be terminated if the conditions for reinstatement in a suspension notice are not met within the specified time.
- 2.4.3** The Supplier shall be advised of the reasons for the termination of their recognition and the effective date of the termination. Such advice shall be sent by email followed by letter (or equivalent means).
- 2.4.4** Where the recognition of the Supplier's system is terminated, they shall return to the Director within five working days of the recognition being terminated, their contract of recognition
- 2.4.5** The Supplier shall not provide any pest identification services for which the Director has terminated their recognition.

## **3 TECHNICAL REQUIREMENTS**

### **3.1 General**

A Supplier seeking recognition by the Director will

- i) Complete and submit an application form (Appendix I) prior to submitting their quality manual.
- ii) Document their quality manual in accordance with ISO/IEC 17025 and ensure it clearly states the scope of the activities for which the Supplier is applying for recognition as a plant pest identification service (e.g. entomology, seed identification plant pathology, virology etc.),
- iii) Reference the specific internationally recognised plant pest identification methods being used.
- iv) Submit their quality manual in electronically with a number and date on each page to facilitate amendments.
- v) Ensure any proposed amendments and/or additions to their quality system are forwarded to the Director for evaluation and recognition prior to implementation.
- vi) Provide reports as specified in Section 4.
- vii) Provide evidence of their public liability insurance cover (refer Appendix II)

### **3.2 Personnel**

In addition to all of the requirements as stated in 5.2 of ISO/IEC 17025 the Supplier shall:



- i) Document within their quality system the method used to objectively assess the proficiency of personnel who will undertake specific plant pest identification activities in accordance with the scope of their Supplier's system.
- ii) Maintain full records of personnel giving evidence of their competence to undertake specified plant pest identification activities in accordance with the scope of the Supplier's system.
- iii) Maintain within their documented quality system a register of personnel who meet the proficiency requirements to undertake specific plant pest identifications in accordance with the scope of the Supplier's system.
- iv) Notify the Director of any changes to the register of personnel within five working days of the register being modified.
- v) State within their quality system the method by which they will notify individual personnel that they meet the proficiency requirements to undertake specific plant pest identification activities in accordance with the scope of the Supplier's system.
- vi) Ensure only personnel recognised for specific roles carry out these roles.
- vii) Maintain current job descriptions for pest identification and technical support staff involved in plant pest identification activities.
- viii) Ensure any personnel who are undergoing training are under the full-time direct supervision of personnel recognised to carry out the role for which they are supervising trainees.
- ix) Ensure any external technical expertise sub-contracted to assist with plant pest identifications are recorded in the Supplier's quality system, including traceable references to their international and/or national recognition.

### **3.3 Audit and Review**

#### **3.3.1 Internal Audits**

The conditions specified in Section 4.14 of ISO/IEC 17025 applies for this activity including the cycle of internal auditing under this standard (ie Internal auditing is to be completed annually).

#### **3.3.2 Management Reviews**

The conditions specified in Section 4.15 of ISO/IEC 17025 applies for this activity and the Supplier's top management are required to periodically conduct a review of the Supplier's pest identification management system (ie at least once every twelve months).

### **3.4 Accommodation and Environment**

In addition to the appropriate sub-sections within Section 5.3 of ISO/IEC 17025 which may need to be addressed for the operation of some specialised plant pest test/identification methods, the following general requirements are to be met:

Accommodation, observation and test areas, energy sources, lighting, heating and ventilation shall be such as to facilitate proper performance of plant pest identification services.

*Note: It is the Supplier's responsibility to comply with the relevant health and safety requirements of Australia/New Zealand Standard, Part 3, Safety in Laboratories, AS/NZS 2243.3 1995 requirements. This aspect, however, is outside the scope of this standard. Quarantine Laboratory Operators are requested to refer to AS/NZS 2243.3:1995, Safety in Laboratories, Part 3,*

### **3.5 Equipment and Reference Materials**

In addition to the requirements of Section 5.5 of ISO/IEC 17025, the Supplier shall state in their quality manual all items of equipment, including internationally recognised reference material required for the correct detection/identification of plant pests. In those cases where the Supplier needs to use equipment and/or technical expertise outside its permanent control, it shall ensure that the relevant requirements of this standard are met.

### **3.6 Plant Pest Records**

#### **3.6.1** The Supplier shall;

- i) Provide within their quality manual, procedures for achieving traceability of plant pest tests and identification results undertaken by them.
- ii) Maintain copies/records as per the requirements of Section 4 and include;
  - arrival dates of specimens,
  - results of pest identification to species level where possible and who they have been reported to, by what means and when,
  - the reference test and/or identification method used to determine the pest identification,
  - where any retained voucher specimens are stored,
  - the host the specimen was detected on,
  - the relationship with the host (e.g. feeding, contaminant).

#### **3.6.2** All pest identification records shall be;

- kept up to date
- available at all times for the purpose of MPI audit; and
- kept for a period of at least one year from the date of creation.

#### **3.6.3** Voucher specimens are to be permanently retained as follows:

- for all new pest recordings in New Zealand
- for all new pest/crop associations

*Note: these specimens are required for confirmation and validation purposes undertaken by the MPI Plant Health and Environment Laboratory (PHEL) which is part of the- Investigation and Diagnostic Centre (IDC)*

### **3.7 Security of the Supplier's Facility**

The Supplier's system is to contain adequate procedures for controlling access to any restricted area(s) within their plant pest identification facility and the movement in and out of all specimens associated with export plant material.

## 4 REPORTING

### 4.1 Results Reporting

All pest identifications shall be reported to the person (e.g. pack-house inspector etc.) requesting the plant pest identification and contain at least the following information;

- Taxonomic status; order, family, genus, species and scientific name;
- Whether a native or non native plant pest

### 4.2 New Organism Detection/ New Crop Association Reports

Where a recognised Supplier identifies a that a new organism has been detected in New Zealand[i.e. general surveillance] or an unusual occurrence of an organism known to be present in New Zealand is suspected or identified, then the exotic disease and pest emergency hotline 0800 80 99 66 must be alerted.

The Supplier must provide a report (refer Appendix IV) to the “Manager, MPI PHEL” and copied to the MPI Plant Exports Group within one (1) working day of the pest’s identification.

The appropriate contacts must be alerted on the same day that the organism is identified or suspected. NB: It is an offence under the Biosecurity Act 1993 not to immediately inform MPI of the presence of a new to New Zealand (s44) or notifiable organism (s46).

*Note: The Supplier may provide an interim pest identification report to their client and this report should state that the pest’s identification may still be subject to validation by MPI PHEL).*

The report shall contain the following information;

- i) Genus and species: the preferred<sup>1</sup> genus and species name, including the authority. For fungi, the perfect state where described shall be listed. If a species is commonly known by its asexual state then this shall be named in parentheses after the name of the perfect state.
- ii) Family: The preferred family name shall be listed.
- iii) Order/Group: The preferred order or group name shall be listed, as appropriate.
- iv) Common name: The most widely accepted common name shall be listed.
- v) Comments: The comments should provide a concise summary of the pest status of the organism on the commodity being exported and should specifically state whether the organism is a pest and whether it is native to New Zealand. For contaminants, comments on pest status on other hosts should be included.
- vi) Record: a reference to the site where the pest was identified.

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<sup>1</sup> Currently accepted usage or as recommended by publications such as;  
Wood, A.M. 1992. Insects of economic importance: a checklist of preferred names. CAB International.  
Franki, R.I.B; Fauquet, D.L.; Knudson, D.L.; Brown, F. (Eds.) 1991. Archives of virology, supplementum 2.  
Classification and nomenclature of viruses. Springer Verlag, New York.

- vii) Reference: the reference method used to determine the pest status and biology of the organism.
- viii) State: where the retained voucher specimen(s) are stored.
- ix) Name: the person who identified the pest.
- x) State: the date the pest was identified

Once the *MPI PHEL* has confirmed the pest identification, the Supplier may confirm the pest's identification to the person who submitted the pest for identification as per Section 4 of this standard.

## **APPENDICES**

**Appendix I    Application for Recognition as a Supplier of Plant Pest Identification Services**

**Appendix II   Insurance Requirements for Recognised Service Providers**

**Appendix III   Certificate of Recognition**

**Appendix IV   Plant Pest Identification Form**

## APPENDIX I

### APPLICATION FOR RECOGNITION AS A SUPPLIER OF PLANT PEST IDENTIFICATION SERVICES

Applicant's name:

.....

Designation/Title:

.....

Name of Supplier's Company/Organisation:

.....

Postal address:

.....

Telephone: ..... Facsimile: .....

E-mail: .....

State type of pest identification services recognition is being requested for:

.....

I, .....

Being the person (the proposed Supplier) responsible for the organisation named above,  
declare that:

- I have the technical and financial resourcing mechanisms in place to maintain that service;
- I will ensure that the operation of the service is in accordance with MPI standard (PIR).

I hereby apply for recognition as a Supplier of pest identification services for MPI  
Phytosanitary Certification.

.....  
Signature of Applicant

.....  
Date

## **APPENDIX II**

### **INSURANCE REQUIREMENTS FOR RECOGNISED SERVICE PROVIDERS**

The applicant must obtain public liability insurance (and provide MPI proof of the same) with regards to the delivery of services as per section 3.1. This insurance must include coverage (or must otherwise be supplemented by additional insurance) for all of the applicant's liabilities to MPI under and in connection to the provision of services as per section 3.1 that contribute to MPI certification for their customers.

The public liability insurance must be for a minimum of \$1,000,000 .

MPI's beneficial interest in the insurance must be noted on the face of the insurance policy. In addition, the insurance policy must specify that the beneficial interest of MPI, e.g. all proceeds of claims in respect of the applicant's liabilities to MPI will be paid directly to MPI.

The applicant shall have a formal service delivery contract (or work order, refer section 4.4 AS/NZS ISO/IEC 17025:2005) between itself and its customer(s) for the provision of services as per section 3.1. The service delivery contract (or work order) must contain the following:

- Wording to the effect that “the service provider is responsible for the work delivered or agreed to be delivered under the contract”.
- A clause that at least limits the service provider's liability to the greater of either three times the aggregate value of the contract or \$50,000.

## **APPENDIX III**

# **MINISTRY FOR PRIMARY INDUSTRIES (MPI) RECOGNITION OF A SUPPLIER OF PLANT PEST IDENTIFICATION SERVICES FOR PLANT EXPORT PHYTOSANITARY CERTIFICATION PURPOSES**

Made this                                  day of

**BY**            **“HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND** acting by and through the lawful delegate of the Ministry for Primary Industries (“MPI”)

**AND:**            (“the Supplier”)

### **WHEREAS:**

#### **A.        Background**

MPI is responsible for ensuring that plants and plant products certified for export are properly and competently inspected and documented.

The Supplier has demonstrated procedural ability and proficiency in the provision of plant pest identification services for plant export certification purposes.

MPI desires to recognise the Supplier for the provision of plant pest identification services for plant export certification purpose.

The Supplier desires to be recognised by MPI in order to provide plant pest identification services for plant export certification purposes.

The Supplier acknowledges that they have been advised by MPI to obtain legal advice before signing this contract, and to obtain appropriate and sufficient insurance (refer Section 3.1 of the standard) to meet the Supplier’s potential liabilities (including liabilities to MPI), whether under this contract or otherwise.

#### **B.        Purpose of this Contract**

This contract sets out the legally binding arrangement entered into by MPI and the Supplier for the recognition of the Supplier by MPI for the provision of Pest Identification Services to persons intending to export plant material.

### **DEFINITIONS**

"Pest Identification Services" means those activities associated with plant pest identification, for the provision of Certification that is specified in the attached document entitled



“Supplier’s Plant Pest Identifier System”. This document is to be submitted by the Supplier to MPI with the application form.

“Certificate” means an officially recognised original MPI document, designed in accordance with international specifications and used to provide assurances to control authorities in importing countries that produce meets their requirements. Certificates currently in use are:

- Phytosanitary Certificate (Ag.G81 Reg.4);
- Phytosanitary Certificate for Re-Export;
- OECD Varietal Certificate - Seed.

“Certification” means all those activities leading to, and including, the official authorisation (stamp of authorisation and signature) of a Certificate.

“Contract” means this Contract, including the Standard and any other documents and requirements incorporated by reference.

“Director” means the Director MPI.

“Supplier’s System” refers to the “Supplier’s plant pest identification system” defined in the Standard.

“Standard” means Version 2 of the document entitled "MPI Standard, PIR; (Requirements for the Recognition of Independent Third Party Suppliers of Pest Identification Services)," dated July 2013 subject to any changes to the document (for example, following periodic review).

## **PRINCIPAL TERMS AND CONDITIONS**

### **1. TERM**

1.1 This Contract commences on the date it is signed by the authorised representatives of both parties and will, subject to clauses 7, 8 and 9A.3, terminate as per section 3.4 of the standard.

### **2. CONSIDERATION**

2.1 This contract is subject to the payment of an application fee. In consideration of the provision of evaluation and assessment of the Supplier’s application for recognition status as a Supplier of Pest Identification Services to intending exporters of plant product, and on the on-going monitoring, auditing, and other activities supplied by MPI to maintain the recognition status of the, Supplier the Supplier will pay an application fee. See MPI Plant Exports Fees on: <https://www.mpi.govt.nz/export/live-plants-laboratory-plant-products/fees-and-charges-for-exporting-plant-products/>.

### **3. CORRECTNESS OF INFORMATION**

3.1 The Supplier warrants that the following information (including written and oral information) supplied by the Supplier to MPI is correct and adequate in all respects:

- 3.1.1 All information supplied in or in connection with the application form entitled "Application to Become an Recognised Supplier of Plant Pest Identification Services For MPI Export Phytosanitary Certification";
- 3.1.2 All other information supplied in connection with the recognition of the Supplier under this Contract; and
- 3.1.3 All information required to be supplied under the Standard.

#### **4. SUPPLIER'S OTHER WARRANTIES**

- 4.1 The Supplier warrants that throughout the term of this Contract the Supplier will maintain its Plant Pest Identification System and all other relevant practices to substantially correspond with all the information referred to in clause 3.1, except to the extent that any changes made are approved by MPI in accordance with the Standard.
- 4.2 The Supplier warrants to fully comply with all the requirements, guidelines, and other specifications set out in the Standard.
- 4.3 The Supplier warrants to take all reasonable steps to enable and facilitate MPI, and any persons acting for or otherwise associated with MPI, to perform their tasks and functions as envisaged in, or otherwise in connection with, the Standard.
- 4.4 The Supplier warrants not to provide MPI pest identification services for purposes not covered by this Contract. The Supplier will take all reasonable steps to ensure that these services are not provided for such unauthorised purposes, or by unauthorised persons.

#### **5. MPI'S OBLIGATION**

- 5.1 MPI hereby recognises the Supplier for the term of this Contract for the purpose of enabling the Supplier to provide plant pest identification services to enable MPI Export Phytosanitary Certification.
- 5.2 The Supplier accepts that nothing in this Contract or in any dealings of any kind between the Supplier and MPI, Crown officers, or agents of or other persons associated with MPI or Crown officers, represents to the Supplier or otherwise creates any kind of expectation on the Supplier's part that:
  - 5.2.1 Any other recognition or any Certification of any kind will be granted by MPI or will be granted within a certain time period; or
  - 5.2.2 Any plants, plant products, or other things that are accompanied by, or otherwise reliant on any plant pest identification services for MPI Export Certification provided by the Supplier will be accepted by an importing country's official control authorities or will be accepted within a certain time period.

## **6. EXCLUSION OF LIABILITY**

**6.1** THE SUPPLIER ACCEPTS THAT UNDER NO CIRCUMSTANCES WILL MPI, CROWN OFFICERS, OR AGENTS OF OR OTHER PERSONS ASSOCIATED WITH MPI OR CROWN OFFICERS, BE LIABLE UNDER THE LAW OF TORT, CONTRACT, OR OTHERWISE FOR ANY LOSS, CLAIM, ACTION, DEMAND, EXPENSE, INQUIRY, HARM, OR DAMAGE, HOWEVER CAUSED, ARISING DIRECTLY OR INDIRECTLY FROM OR CONNECTED IN ANY WAY TO:

**6.1.1** THE PERFORMANCE, OR AS THE CASE MAY BE, NON-PERFORMANCE OF THE SUPPLIER (OR ANY OF ITS CONTRACTORS, SUB-CONTRACTORS, AGENTS, OR EMPLOYEES THAT ARE NOT A PARTY TO THIS CONTRACT) OF ANY OF ITS OBLIGATIONS IN RESPECT OF THIS CONTRACT; OR

**6.1.2 THE PROVISION OR NON-PROVISION OF PLANT PEST IDENTIFICATION SERVICES FOR MPI EXPORT PHYTOSANITARY CERTIFICATION BY THE SUPPLIER.**

## **7. SUSPENSION AND TERMINATION BY MPI**

**7.1** MPI may at any time suspend recognition of the Supplier's system in accordance with Section 2.3 of the Standard, in addition to any other rights of suspension provided by law.

**7.2** MPI may at any time terminate recognition of the Supplier's system in accordance with Section 2.4 of the Standard, in addition to any other rights of termination provided by law.

## **8. EXTENSION FOLLOWING AUDIT OF THE SUPPLIER'S SYSTEM**

**8.1** Where the results of the audits conducted in accordance with Section 2.2 of the Standard indicate the requirements of the standard are being complied with, the Contract will be deemed extended, subject to clauses 7 and 9A.3, beyond the last audit date.

## **9. INDEMNITY**

**9.1** The Supplier will **INDEMNIFY AND KEEP INDEMNIFIED** MPI from and against any liability, loss, damage, costs and expenses (including legal costs and any expenses of going to arbitration), which MPI may suffer or incur arising directly or indirectly from:

**9.1.1** The performance, or as the case may be, non-performance of the Supplier (or any of its contractors, sub-contractors, agents, or employees that are not a party to this Contract) of any of its obligations in respect of this Contract;

**9.1.2** Negligent acts or omissions on the part of the Supplier (or any of its contractors, sub-contractors, agents, or employees that are not a party to this Contract);

**9.1.3** Suspension or termination of the Supplier's recognition in accordance with clause 6; or

- 9.1.4 The provision or non-provision, as is the case, of plant pest identification services for persons intending to export plants and who require MPI plants export phytosanitary certification.

## **10A. FORCE MAJEURE**

10A.1 Notwithstanding any other provision of this Contract, neither party shall be liable to the other for any act or omission, or any failure to comply with any warranty or to perform any of its obligations under this Contract, where such, act, omission, or failure is caused by fire, flood, storm, earthquake, civil disturbance, war, act of God, or any other event or circumstances reasonably beyond its control (called “Force Majeure”), **provided that** the party alleging Force Majeure has taken all reasonable precautions to avoid or mitigate the consequences of such occurrence.

10A.2 The party unable to fulfil its obligations due to Force Majeure will immediately:

10A.2.1 notify the other in writing of the reasons for its failure to comply with the warranty or to perform the obligation, and the effect of such failure; and

10A.2.2 use all responsible endeavours to avoid or remove the cause and comply with the warranty or perform the obligation.

10A.3 Upon receiving notice pursuant to clause 9A.2, or upon otherwise being made aware of any Force Majeure circumstances affecting the Supplier, MPI may at its absolute discretion suspend recognition of the Supplier until such time as the circumstances have been avoided, removed or abated sufficiently to enable the Supplier to comply with the warranty or perform the obligation.

## **11. ASSIGNMENT**

11.1 Neither party shall assign all or any of its rights, obligations, or liabilities under this Contract without the consent in writing of the other party.

## **12 A. DISPUTES**

12A.1 The parties agree to use their best efforts to resolve any dispute which may arise under the Contract through good faith negotiations. Except as provided in clause 10A.4, no party shall commence any arbitration or litigation in relation to this Contract unless it has first invited the chief executive of the other party to meet with its own chief executive for the purpose of endeavouring to resolve the dispute on mutually acceptable terms.

12A.2 Should resolution of the dispute not be achieved at chief executive level, the dispute will be submitted to mediation before any litigation is commenced. Any party may initiate mediation by giving written notice to the other party of their intent to do so. Should the parties be unable to agree on a mediator within two (2) working days of receipt of notice of intent to seek mediation, then the mediator will be selected by the President for the time being of the Lawyers Engaged in Alternative Dispute Resolution (LEADR) or its successor.

12A.3 Any dispute arising under this Contract which cannot be settled by negotiation or mediation between the parties or their respective representatives shall be submitted to arbitration in accordance with the Arbitration Act 1996.

12A.4 In the absence of agreement concerning the appointment of an arbitrator, either party may request the President of the New Zealand Law Society to appoint a suitably qualified independent arbitrator to hear and determine the dispute.

12A.5 Nothing in this clause shall preclude either party from taking immediate steps to seek urgent equitable relief before a New Zealand Court.

### **13. ENTIRE AGREEMENT**

This Agreement is the entire agreement between the parties.

Signed for and on behalf of:

#### **HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND**

(acting by and through the lawful delegate of the Ministry for Primary Industries)

Name:

Position:

Date:

WITNESS:

Name: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Address: \_\_\_\_\_

Accepted by (as the lawful representative of the applicant)

Signed for and on behalf of )  
)  
)

Name:

Position:

Date:

WITNESS:

Name: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Address: \_\_\_\_\_

## APPENDIX IV

### Example: Plant Pest Identification Form

#### Submitter of Pest Sample Details:

Name:
Address:
Phone:
Fax:
Email:

#### Specimen details:

Date collected:	Date identified:
Specimen location (e.g. on fruit, in packaging material) & geographic location where pest found:	
Crop type:	
Country of Destination:	

#### Supplier of Pest Identification Services details:

Supplier's name:	
Address:	
Contact person	Name of Pest Identifier:
Date: - / - /	Signature:

#### Identification Results

Species	
Family	
Order/Group	
Common Name	
Comments	Plant pest: Y/N Details:
	Native: Y/N Details:
Voucher specimen stored at:	
Reference	