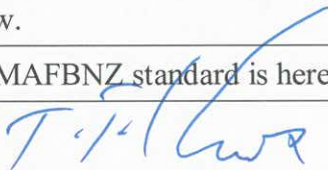


MAF BIOSECURITY NEW ZEALAND EXPORT CERTIFICATION STANDARD IVA REQUIREMENTS

Requirements to be met by a Service Provider to become & maintain MAFBNZ Authorisation as an Independent Verification Agency (IVA) to:

1. Undertake plant export verification services,
2. Provide verification services of Treatment Suppliers undertaking treatment of import high risk goods

REVIEW	This MAFBNZ standard is subject to periodic review.
ENDORSEMENT	This MAFBNZ standard is hereby endorsed.
Director Border Standards MAFBNZ	
Date	30 July 2009



MAF Biosecurity New Zealand
P O Box 2526
Wellington
New Zealand

TABLE OF CONTENTS

1.	INTRODUCTION	5
1.1	BACKGROUND.....	5
1.2	PURPOSE	5
1.3	REFERENCES	5
1.4	DEFINITIONS	5
2.	REQUIREMENTS FOR IVAS TO GAIN AUTHORISATION.....	6
2.1	GENERAL REQUIREMENTS	6
2.2	CERTIFICATION SERVICE OPTIONS	6
2.3	NEW APPLICANTS PROCESS PATHWAY FOR MAFBNZ AUTHORISATION	6
2.4	AMENDMENTS TO EXISTING AUTHORISED SYSTEM	9
2.5	RETENTION OF MAFBNZ AUTHORISATION BY AN IVA	10
2.6	SUSPENSION OF MAFBNZ AUTHORISATION OF AN IVA.....	10
2.7	TERMINATION OF IVA AUTHORISATION AFTER SUSPENSION BY MAFBNZ	11
2.8	REINSTATEMENT OF AN IVA FOLLOWING SUSPENSION OR TERMINATION BY MAFBNZ.....	11
2.9	IVA REQUEST FOR SELF SUSPENSION OR TERMINATION OF SERVICES.....	11
2.10	TRANSFER OF ORGANISATIONS BETWEEN IVAS	11
3.	IVA SYSTEM REQUIREMENTS.....	12
3.1	SYSTEM OVERVIEW	12
3.2	MANAGEMENT REVIEW	13
3.3	DOCUMENT CONTROL	13
3.4	CONFIDENTIALITY	13
3.5	STAFF COMPETENCY	13
3.5.1	<i>Identification of competencies and resource requirements</i>	13
3.5.2	<i>Competency assessment</i>	14
3.5.3	<i>Systems evaluator/auditor competency</i>	14
3.5.4	<i>Surveillance auditor competency</i>	14
3.6	RECORDS	15
3.7	SUB-CONTRACTING	16
3.8	LEGISLATION	16
3.9	COMMUNICATION OF MAFBNZ AUTHORISATION STATUS.....	16
4.	REPORTING	16
4.1	<i>Report content</i>	16
4.2	REPORT TYPES	17
4.2.1	<i>Event Reports</i>	18
4.2.2	<i>System Management Reports</i>	18
4.2.3	<i>Monthly Reports</i>	19
4.2.4	<i>Annual Reports</i>	19
5	IVA PHYTOSANITARY AND SEED CERTIFICATION SERVICES	20
5.1	PHYTOSANITARY INSPECTION	20
5.2	EVALUATION, RECOMMENDATION FOR APPROVAL AND/OR AUDIT/VERIFICATION OF	

ORGANISATION’S SYSTEM.....	20
5.3 EVALUATION, RECOMMENDATION FOR APPROVAL, AUDIT AND/OR SUPERVISION OF TREATMENT SUPPLIERS	20
5.4 VERIFICATION OF PHYTOSANITARY CERTIFICATES	20
5.4.1 <i>Registration process</i>	20
5.4.2 <i>Operational requirements</i>	21
5.4.3 <i>Certificate verification</i>	22
5.5 PHYTOSANITARY DOCUMENTATION	22
5.6 PEST SURVEY	22
5.7 REGISTERED CERTIFICATION MARK.....	22
5.8 SEED VARIETAL CERTIFICATION SERVICES	22
APPENDIX 1	22
APPENDIX 2.....	26

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	30/07/09	Changes to cover sheet, footer, Changes to sections: 2.4 Amendments to authorised systems 4 Reporting Appendix 1 Application process Note: These amendments captured in Version 1.1	30/7/09
2			
3			
4			
5			
6			

1. INTRODUCTION

1.1 Background

This standard is one of a set of standards that comprise the MAF Biosecurity New Zealand (MAFBNZ) export phytosanitary and seed certification system.

This export certification system operates through the delegation of authority by MAFBNZ to authorised Independent Verification Agencies (IVAs) and approved Organisations to carry out certification services and activities on behalf of MAFBNZ.

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

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

The series of export certification standards for plants and forestry exports can be found on the MAFBNZ websites:

<http://www.biosecurity.govt.nz/regs/exports/plants/stds>

This standard is also part of the MAFBNZ Treatment Supplier Programme. MAFBNZ has the responsibility to ensure that official treatments being applied to imported risk goods provide the best practicable level of control.

1.2 Purpose

This standard specifies system and technical requirements additional to ISO/IEC 17020:2000, and related IAF/ILAC Guidance on the application of IS/IEC 17020, to be met by an applicant service provider to gain authorisation as an Independent Verification Agency (IVA) to undertake plant (including forestry) export certification and treatment supplier services .

1.3 References

Refer to Appendix 1, MAFBNZ Export Certification Standard: System Overview and Requirements, and IAF/ILAC-A4:2004 – Guidance on the Application of ISO/IEC 17020.

1.4 Definitions

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

In this standard, unless the context otherwise requires, the word "authorisation" shall cover both "authorisation" of IVAs to carry out certification services on behalf of MAFBNZ, and "authorisation" of IVAs to carry out audit and supervision services for treatment suppliers.

2. REQUIREMENTS FOR IVAS TO GAIN AUTHORISATION

2.1 General requirements

An applicant seeking to become an IVA to provide export phytosanitary and seed, and import certification services on behalf of MAFBNZ shall be accredited to:

AS/NZS ISO/IEC 17020:2000 'General criteria for the operation of various types of bodies performing inspection'; and comply with the independence criteria of a Type A inspection body as described in Appendix A of AS/NZS ISO/IEC 17020:2000.

The applicant shall meet all other technical requirements as prescribed by MAFBNZ for the certification service option for which they are seeking authorisation.

2.2 Certification service options

An applicant may be authorised by MAFBNZ to perform one or more of the following certification service options:

- Option 1** Phytosanitary inspection.
- Option 2** Evaluation and/or audit of approved Organisations and their systems.
- Option 3** Evaluation and/ or audit and/or supervision of suppliers of official treatments and their systems.
- Option 4** Verification of phytosanitary certificates.
- Option 5** Phytosanitary documentation (Phyto Ecert).
- Option 6** Pest surveys.
- Option 7** Seed certification service.

2.3 New Applicants Process Pathway for MAFBNZ Authorisation

The process for the applicant to become a MAFBNZ authorised IVA is summarised in Table 1.

Table 1. Authorisation process pathway

Step	Applicant action	MAFBNZ action	Accreditation body action
1	Document procedures to comply with AS/NZS ISO/IEC 17020:2000 and MAFBNZ standard for the service options selected.		
2	Select an accreditation body that operates under a MoU with MAFBNZ;		
3	Apply and submit the procedures from step 1 to their selected accreditation body;		
4	Apply, using signed application form and signed Contract of Authorisation (see appendix 1 and 2 of this standard), and submit these and the procedures from step 1 to MAFBNZ Plant Exports		
5			Upon receipt of the IVA application the Accreditation body shall appoint a joint assessment team, with appropriate technical representation from MAFBNZ.
6		The joint assessment team shall assess the IVA application and their procedures for compliance to AS/NZS ISO/IEC 17020:2000 and MAFBNZ standards.	
7			Request any additional information needed.
8	Provide any additional information.		
9		The joint assessment team shall assess additional information for compliance to associated standards.	

10		MAFBNZ may give provisional authorisation to the IVA, under conditions specified by MAFBNZ, pending accreditation of the IVA.	
11	Undertake provisional service delivery under conditions specified by MAFBNZ		
12		Joint assessment team undertakes a system audit of the entire IVA documented procedures to validate 'actual operations' correspond to IVA documented procedures at critical locations.	
13			Notify any non-compliance findings and requests corrective action(s).
14	Implement and verify corrective actions(s).		
15		The joint assessment team verifies the agreed corrective action(s).	
16			Accredits the IVA to AS/NZS ISO/IEC 17020:2000, specifying accredited scope in accordance with Clause 2.2 of this document.
17			Notify MAFBNZ and IVA of the accreditation of the IVA's system. Provide copy of system to MAFBNZ.

18		MAFBNZ formalises the delegation of authority to IVA by signing Contract of Authorisation and returning a copy to IVA.	
19	IVA operates services on behalf of MAFBNZ as per the scope of their AS/NZS ISO/IEC 17020:2000 accreditation and MAFBNZ authorisation.		
20	Maintain ongoing accreditation and authorisation		

2.4 Amendments to existing authorised system

The following approach is to be taken in relation to IVA system/procedural amendments:

- i. Correction of typos, updating of existing procedures, and updates to the IVA register of competent staff.
 - IVA to make correction/change & inform MAFBNZ of these- available for immediate implementation.
- ii. Updating of existing procedures following a joint MAFBNZ/ISO accreditation body audit where a non-compliance has been identified:
 - IVA to make changes & copy through to both MAFBNZ & the appropriate ISO accreditation body – implementation following MAFBNZ re-authorisation.
- iii. New process procedures:
 - IVA to submit new procedures to both MAFBNZ & appropriate ISO accreditation body – provisional authority to implement immediately. .
 - MAFBNZ will undertake a desk evaluation & consider if a field assessment is needed.
- iv. IVA scope extension of MAFBNZ Authorisation for phytosanitary activities:
 - IVA to submit new activities process procedures to both MAFBNZ & appropriate ISO accreditation body – not to be implemented until the following step is completed.
 - MAFBNZ will undertake a desk evaluation & a field assessment in consultation with the ISO accreditation body.

The process for the authorisation of significant amendments to an existing IVA system shall be undertaken as described in Table 2.

Table 2. Process for authorisation of significant amendments

Step	IVA action	MAFBNZ action	Accreditation body action
1	Submit the amended system and/or procedure to MAFBNZ Exports (& their accreditation body as per agreements).		
2		Upon receipt of the IVA amendment assess for technical impact of the amendment(s) and initiate the joint assessment group as appropriate.	(Upon receipt of the IVA amendment assess for technical impact of the amendment(s) and initiate the joint assessment group as appropriate).
3		Participate in joint assessment team as appropriate.	
4		Request any additional information or clarification.	(Request any additional information).
5	Provide any additional information.		
6		Assessment team verifies IVA implementation of the amendment where appropriate.	
7		Notify IVA of the approval of the amendment; copy all amendments to the appropriate Accreditation Body.	Notify IVA of the approval of the amendment.
8	IVA implements the approved amendment.		

2.5 Retention of MAFBNZ authorisation by an IVA

An IVA shall retain their MAFBNZ authorisation on the basis of:

- i. Compliance with the accreditation body and MAFBNZ annual audit of each service option authorised for;
- ii. Completion by the IVA of an annual internal audit of their system and notification of the results of the audit to MAFBNZ within 21days of its completion;
- iii. Full payment of all fees as prescribed by MAFBNZ within agreed time frames.

2.6 Suspension of MAFBNZ authorisation of an IVA

Authorisation of an IVA shall be suspended by MAFBNZ, in full or part, for a specified period, where:

- i. An assessment by MAFBNZ or its representatives identifies significant non-compliance findings that confirm that the IVA system is either not in place, or is not operating in accordance with authorised procedures;
- ii. Agreed corrective actions for significant non-compliance findings are not implemented by the IVA within agreed timeframes;
- iii. An IVA fails to make full payment of fees to MAFBNZ unless in dispute; or
- iv. Requested by the IVA, refer to Section 2.9.

The IVA shall formally notify Organisations to which they are providing services if suspended from undertaking that service by MAFBNZ.

During the period of the suspension, the IVA shall not offer or perform any certification services or treatment services on behalf of MAFBNZ for the service options they have been suspended from undertaking.

2.7 Termination of IVA authorisation after suspension by MAFBNZ

An IVA's authorisation shall be terminated by MAFBNZ when suspension conditions prescribed by MAFBNZ are not met by the IVA.

The IVA will acknowledge receipt from MAFBNZ of the termination of their authorisation and shall not perform any further certification services nor treatment services.

2.8 Reinstatement of an IVA following suspension or termination by MAFBNZ

Reinstatement of an IVA's authorisation by MAFBNZ shall occur only when all conditions prescribed by MAFBNZ have been met.

MAFBNZ shall formally advise the IVA the date from which their authorisation will be reinstated.

2.9 IVA request for self suspension or termination of services

Where an IVA requests their authorisation to be suspended or terminated by MAFBNZ, they shall provide MAFBNZ with a minimum of 30 working days notice of this intent.

An IVA shall continue to provide all certification and treatment services up until the agreed date of suspension or termination; unless to do so would violate conditions of accreditation or authorisation.

2.10 Transfer of Organisations between IVAs

IVAs shall cooperate with each other in accordance with AS/NZS ISO/IEC 17020:2000 Section 16.

When an Organisation elects to transfer IVAs, the new IVA shall ensure:

- i. The Organisation's approval is current;
- ii. The Organisation's activity options fall within the new IVA's scope of authorisation;
- iii. Any non-compliances have been appropriately resolved and are not outstanding, and
- iv. The audit frequency applied by the former IVA is known.

Note: Transfer of Organisations with non-compliance findings not closed out is at the sole discretion of MAFBNZ and on a case-by-case basis.

The former IVA shall be responsible for the completion of verification services to the Organisation until formal acceptance of the transfer has been received from the new IVA.

Upon transfer the new IVA shall:

- i. Notify MAFBNZ within 24 hours of acceptance of transfer;
- ii. Notify the former IVA that they have accepted business within 24 hours acceptance of transfer;
- iii. Request copies of all audit records and non-compliances from the previous IVA; and
- iv. Conduct a full system audit within one month of accepting the transfer, and this system audit to be regarded as the annual system audit.

2.11 IVA cessation of service to an Organisation

An IVA shall notify MAFBNZ within 24 hours, with the reason, where they elect to no longer provide services to an Organisation.

2.12 MAFBNZ cost recovery fees

The schedule of fees is available from:

<http://www.biosecurity.govt.nz/regs/exports/plants/fees>

3. IVA SYSTEM REQUIREMENTS

In addition to the system requirements specified within AS/NZS ISO/IEC 17020:2000, the IVA shall document procedures to meet the following:

3.1 System overview

- i. Name and contact details of the service providers organisation;
- ii. The name and contact details of person(s) responsible for:
 - a) Management of the service provider's documented system;
 - b) MAFBNZ liaison
 - c) Audit arrangements;
 - d) Implementation of contingencies.

- iii. The service provider's organisational structure showing line control;
- iv. The scope of phytosanitary activity options to be undertaken with reference to the relevant technical requirements for which the applicant is seeking MAFBNZ authorisation for (refer to Section 2.2).

3.2 Management review

The applicant/IVA must review their system at least annually to ensure its ongoing suitability and effectiveness to comply with MAFBNZ Export certification system standards. A record that the review has been undertaken must be kept and reported to MAFBNZ as per section 4

3.3 Document control

The applicant must document within their system procedures to:

- i. Provide document control of all MAFBNZ approved procedures;
- ii. Ensure the documented system of operating procedures are available to relevant staff;
- iii. Ensure all amendments to their documented system are approved (refer section 2.4) prior to implementation.

3.4 Confidentiality

All information obtained by an applicant/IVA in the course of their duties when acting on behalf of MAFBNZ shall:

- i. Be managed in accordance with the Privacy Act 1993;
- ii. Be made available to MAFBNZ when requested; and
- iii. Not be released without prior approval from MAFBNZ.

3.5 Staff Competency

3.5.1 Identification of competencies and resource requirements

The applicant/IVA shall:

- i. Document the name of the person with overall responsibility for management of the Organisation's system, and their job description.

Minimum competencies for this person are:

- a) Demonstrable knowledge of MAFBNZ phytosanitary standards and quality management systems;
- b) Demonstrable ability to apply them within the IVA system.
- ii. Maintain a record of the names of competent staff as assessed by the IVA's system, which identifies as per the scope of activities within the certification options undertaken by the specific person.
- iii. Have sufficient number of permanent personnel (i.e. capability) with the range of expertise to carry out the activities required to service the selected certification options.
- iv. Ensure their personnel (both permanent & part time) are free from any conflicts

of interest which might affect their judgement.

3.5.2 Competency assessment

The applicant/IVA shall ensure the minimum competency requirements as specified in each of the applicable technical requirements and/or sections 3.2.3 and 3.2.4 (below) for the scope of their IVA services are met, and demonstrate how:

- i. Staff are shown to be competent within the IVA's system;
- ii. Competencies are maintained on an ongoing basis.

3.5.3 Systems evaluator/auditor competency

Audit staff shall have:

- i. Attained the minimum quality management auditor competence to satisfy the requirements of AS/NZS ISO 19011:2003 sections 7.2 and 7.4 (with the exception of Table 1) or equivalent;
- ii. Attained at least a secondary school qualification or diploma or equivalent;
- iii. Work experience in quality management, risk assessment and/or HACCP processes or equivalent;
- iv. Demonstrable knowledge of MAFBNZ phytosanitary and/or seed varietal certification standards (as applicable) and quality management systems; Successfully participated in an internationally recognised, or equivalent, registered auditor training course of at least 40 hours duration; and
- v. Within two consecutive years, undertaken at least 240 hours of audit experience, and during that time acted as the leader for three separate audits under the direct supervision of a systems evaluator/auditor and assessed as competent.

3.5.4 Surveillance auditor competency

Surveillance audit staff shall have:

- i. Attained the minimum auditor competence appropriate for the scope of surveillance audits to be undertaken to satisfy the requirements of AS/NZS ISO 19011:2003 sections 7.2 and 7.4 (with the exception of Table 1) or equivalent;
- ii. At least attained a secondary school qualification or diploma or equivalent;
- iii. Work experience in the quality management, risk assessment and/or HACCP processes or equivalent;
- iv. Demonstrable knowledge of MAFBNZ phytosanitary and/or seed varietal certification standards (as applicable) and quality management systems;
- v. Undertaken three audits under the direct supervision of a competent auditor and assessed as competent; and
- vi. Successfully participated in an internationally recognised, or equivalent, registered auditor training course of at least 20 hours duration within two years of being assessed as a competent surveillance auditor.

All applicant/IVA staff when performing certification services in public shall carry photographic identification that identifies their name and IVA company name.

3.6 Records

An applicant/IVA shall document their procedures for maintaining and operating records as per Table 3 in accordance with the requirements of AS/NZS ISO/IEC 17020:2000 Section 12.

Table 3. Recording requirements

IVA Record Type	Duration to be held (Yr)
All service contracts with MAFBNZ and approved Organisations.	Two years after term of contract.
Records associated with audits, inspection, pest survey, certificate verifications, and non-compliance and associated corrective actions.	2 (7 years for seed and propagatable material)
Recommendations for approval of Organisations and supporting documentation.	2
Recommendations for the suspension/termination of approved Organisations.	2 year following date of suspension/termination.
Interceptions of MAFBNZ phytosanitary and seed certified produce by importing countries of which authorised IVAs have been made aware.	2
By name of competent staff employed by the IVA: Scope of phytosanitary and/or seed activity undertaken by the specific person Results of all competency/skills tests.	Ongoing whilst authorised staff are employed, then 1 year from cessation of specific authorised activity or employment.
Historical copies of IVA procedures.	3
Pest survey records.	2
Security Paper Inventory log	2

Records must be:

- i. Retrievable as hard or electronic copy;
- ii. Uniquely identified, dated and traceable to the IVA staff undertaking the certification activity;
- iii. Audit records shall include the following minimum information:
 - a) Product type(s);
 - b) Audit location;
 - c) Organisation staff assessed;
 - d) Audit scope;
 - e) Non-compliance identified and their classification;
 - f) Agreed corrective actions and their implementation date;
 - g) Future audit status and frequency;
- iv. Be provided to MAFBNZ upon termination of an IVA's services on the agreed date of termination.

3.7 Sub-contracting

IVAs normally shall perform the services for which they hold authorisation. Where any part of their service is sub-contracted the IVA shall ensure, and be able to demonstrate, that their sub-contractor’s documented procedures are either a part of their own IVA system/procedures, or are independently authorised by MAFBNZ.

3.8 Legislation

The IVA shall comply with all relevant legislation affecting the delivery of MAF MAFBNZ certification services.

3.9 Communication of MAFBNZ authorisation status

The IVA in making reference to its authorisation status in all media forums shall use only the following phrase or an equivalent phrase approved by MAFBNZ:

“Authorised by MAF Biosecurity New Zealand to provide “[state the service options]”.

The MAF and MAFBNZ logo is not to be used.

4. REPORTING

The IVA shall submit all reports electronically to:
plantexports@maf.govt.nz

Note: Reports associated with approved Treatment Suppliers are to be submitted electronically to:
standards@maf.govt.nz

4.1 Report content

The applicant/IVA shall provide to MAFBNZ the following reports, which must contain information as stated within Table 4.

Table 4. Reporting requirements

Topics	Events	Monthly	Annual
Critical Non Compliance findings from System and Surveillance audits undertaken by IVAs. Refer to 3.7.2 for details.	Event Report		
Significant non-compliance findings of IVA’s own systems identified within internal audits and/or other sources. IVA corrective actions.	Event Report		
Potential issues likely to impact on integrity of MAFBNZ export certification	Event Report		

Topics	Events	Monthly	Annual
systems			
Interceptions of MAFBNZ phytosanitary certified produce by importing countries of which authorised IVAs have been made aware	Email System Management Report		
Importing countries requirements obtained from sources other than MAFBNZ.	Email System Management Report		
New pest detections.	Email System Management Report		Report - Annual Summary
New crop host association.	Email System Management Report		Report - Annual Summary
Status of Event Management Reports submitted in previous month. Cover date submitted, Event Name/Reference		Monthly Report	
System and Surveillance Audits – send list of audits which are outstanding by more than 2 months or are not likely to be completed in that export season by name of organisation, type of audit and reason for being outstanding and likelihood of audit occurring.		Monthly Report	
Disputes and appeals which identify: <ul style="list-style-type: none"> i. Background to issue; ii. Outcome; iii. Legal action and settlements where applicable. 		Monthly Report	Report - Annual Summary
Register of applicant organisations showing Organisation Name and what IVA evaluation stage they are at.		Monthly Report	
Amended Register of IVA competent staff		Email with Monthly Report	
The applicant/IVA must review their system at least annually to ensure its ongoing suitability and effectiveness to comply with MAFBNZ Export certification system standards. A record that the review has been undertaken must be kept and reported to MAFBNZ			Report Annually

4.2 Report types

4.2.1 Event Reports

Event Reports must be forwarded to MAFBNZ Exports whenever any of following three key events occur.

- i. Critical Non Compliance detections are identified from System and Surveillance audits undertaken by IVAs.
- ii. Significant non-compliance findings within IVA's own systems identified from internal audits and/or other sources. Reports are to identify IVA corrective actions undertaken.
- iii. Potential issues likely to impact on integrity of MAFBNZ export certification systems

In the event of a critical non-compliance, or other significant phytosanitary event as described in Table 4 the IVA shall submit within 90 minutes of their becoming aware of the event, an initial report (Email or telephone message) to Plant Exports with the following information:

- i. Name of Organisation involved;
- ii. Description of the event;
- iii. Initial IVA and Organisation's action(s) taken.

The IVA shall submit a final report to Plant Exports within 7 working days of the initial event notification, and this report shall contain the following minimum information:

- i. Heading: Plant (or Forestry) Export Certification Event Report: IVA Reference
- ii. Report prepared by
- iii. Date of Event finding
- iv. Name of Organisation;
- v. Description of the event;
- vi. Background
- vii. Implications of the event
- viii. IVA action(s) taken;
- ix. Verification status of Organisation's corrective actions;
- x. IVA recommendation to MAFBNZ.
- xi. Previous Critical Non-Compliances

4.2.2 System Management Reports

The following are important events that IVAs need to advise MAFBNZ of whenever they occur. These events are to be notified by email to plantexports@maf.govt.nz within 7 working days:

- i. Interceptions by importing countries
- ii. Importing countries requirements obtained from sources other than MAFBNZ
- iii. New pest detections

- iv. New crop host association

4.2.3 Monthly Reports

Monthly Reports are to be submitted to plantexports@maf.govt.nz within 10 working days of the previous month.

The monthly reports are to cover:

- i. Status of Event Management Reports submitted in previous month – a table such as:

Date submitted	Event Name/Reference	Status – Open, Closed or Overdue

- ii. System and Surveillance Audits – send list of audits which are outstanding by more than 2 months or are not likely to be completed in that export season by name of organisation, type of audit and reason for being outstanding and likelihood of audit occurring.

Audits outstanding by more than 2 months	Type of Audit	Reason	Likelihood of audit occurring

- iii. Disputes and appeals which identify issues, outcomes and legal action and settlements (current, under action until completed) in a table such as :

Dispute or Appeal	Outcome	Legal Action	Settlements

- iv. Register of new applicant organisations showing what IVA evaluation stage is at – in a table such as:

Organisation Name	Evaluation Stage

- v. Register of IVA's Competent Staff – send a complete copy of register when it has been amended.

4.2.4 Annual Reports

Annual Reports are to be submitted to plantexports@maf.govt.nz by the end of July each year and are to cover

- i. Summary of disputes and appeals which identify issues, outcomes and legal action and settlements.

- ii. Summary of new pest detections
- iii. Summary of new crop host associations.

5 IVA PHYTOSANITARY AND SEED CERTIFICATION SERVICES

5.1 Phytosanitary inspection

Applicant/IVAs carrying out final and/or inline inspection processes or equivalent shall develop documented procedures that meet the Technical Requirements: Phytosanitary Inspection.

5.2 Evaluation, recommendation for approval and/or audit/verification of Organisation's system

Applicant/IVAs shall document procedures for undertaking and managing evaluation, recommendation for approval, audit and verification activities of an Organisation's system, where the Organisation is seeking approval under "Organisation Requirements: Requirements to be met by an Organisation to gain approval to undertake export certification services."

5.3 Evaluation, recommendation for approval, audit and/or supervision of treatment suppliers

Applicant/IVAs shall document procedures for undertaking and managing evaluation, recommendation for approval, audit and supervision of treatment suppliers that meet the requirements of "Treatment supplier programme: overview and general requirements" and "Requirements for the supplier of official treatments".

5.4 Verification of phytosanitary certificates

Applicant/IVAs seeking authorisation to complete verification of phytosanitary certificate requests must be prepared to participate on the MAFBNZ Phyto Ecert system.

5.4.1 Registration process

Applicant/IVAs seeking to participate within the Phyto Ecert system must apply in writing to the MAFBNZ and provide the following service provider information:

- i. Name of Applicant/IVA;
- ii. The key contact person within the Applicant/IVA for MAFBNZ to communicate with on Phyto Ecert implementation and operational issues;
- iii. Names of person(s) within the Applicant/IVA with approval to be the IVA's competent Phyto Ecert user(s) (note; these details will ultimately need to be maintained within their IVA register of competent staff).

5.4.2 Operational requirements

Applicant IVAs seeking to participate within the Phyto Ecert system must ensure:

- i. Their named Phyto Ecert user(s):
 - a) Ensure Organisation's registration requests to participate in the Phyto Ecert certificate production system are communicated to MAFBNZ Plant Exports for processing and allocation of user names and passwords;
 - b) Facilitate complying Organisations obtaining their ECPS allocation in PRAOSS;
 - c) Contact MAFBNZ Assist to activate an Organisation's FTP user name and password;
 - d) Process all Organisation's Phyto Ecert notifications for the withdrawal of authorities within the same working day the notification is received; and
 - e) Co-ordinate Organisation's initiatives for change requests and forward these to MAFBNZ for processing.
- ii. Documented operating procedures are in place to guide their Phyto Ecert user(s), including the operation and security of the Phyto Ecert business continuity plan.
- iii. IVAs with authority to operate MAFBNZ Phyto Ecert business contingency plan software for the production of Certificates shall ensure:
 - a) The business continuity plan software provided by MAFBNZ is stored in a secure IVA environment, and only used on receipt of the MAFBNZ's specific instruction/authority;
 - b) All certificates printed with the use of the business continuity plan software are:
 - 1) Produced in accordance with Sections 3.1 to 3.4 (inclusive) of the MAFBNZ Standard: "Technical Requirements: Phytosanitary Documentation Services (Phyto Ecert);
 - 2) Uniquely numbered;
 - 3) Maintained in a secure environment; and
 - 4) An inventory control record of the printed certificate(s) is maintained.
- iv. A support function is in place to provide:
 - a) Initial training to Organisations on how Phyto Ecert functions;
 - b) Initial and ongoing advice on the type of certificate data for inclusion in an electronic phytosanitary certificate request; and
 - c) General Information Technology support.
 - d) Supply of MAF security paper to MAFBNZ approved Organisation with authority.
- v. Problems, issues and initiatives identified within the operation of Phyto Ecert are communicated to MAFBNZ.
- vi. Each certificate produced by the IVA is only printed once on MAF security paper (and the associated Phyto Ecert PDF print file is not retained or distributed to another individual or Organisation), and contains a unique

identifier that is traceable to the IVA's certificate verification process and the Phyto Ecert print history.

- vii. Retain the following records in a readily accessible form for at least two years:
 - a) An inventory control record of allocated MAF security paper to MAFBNZ approved Organisations that shows by date of allocation, the volume allocated to which Organisation.
 - b) All formal registration requests, and supporting papers from approved Organisations and their staff seeking authority to print certificates;
 - c) A register of all IVA staff involved as Phyto Ecert user(s);
 - d) Certificate verification records; and
 - e) Copies of cancelled phytosanitary certificates.

5.4.3 Certificate verification

The applicant/IVA must document their certificate verification procedures, which address the following minimum requirements:

- i. How they confirm plant products within an export consignment complies with the appropriate ICPR or import permit conditions;
- ii. Communication of pest survey, audit and inspection results to their own certificate verification staff and those in other authorised IVAs.

5.5 Phytosanitary documentation

IVAs carrying out phytosanitary documentation services shall develop documented procedures that meet the Technical Requirement: Phytosanitary documentation services (Phyto Ecert).

5.6 Pest survey

IVAs carrying out pest survey services shall develop documented procedures that meet the Technical Requirements: Pest survey.

5.7 Registered certification mark

IVAs, where applicable, shall develop documented procedures that meet the Technical Requirements: Registered certification mark (ISPM15).

5.8 Seed varietal certification services

IVAs shall develop and implement documented procedures that meet the requirements of the Technical Requirements: Seed Varietal Certification.

APPENDIX 1

APPLICATION FOR AUTHORISATION TO PROVIDE IVA VERIFICATION SERVICES FOR AND ON BEHALF OF MAFBNZ FOR PLANT EXPORT

**CERTIFICATION PROGRAMMES AND TREATMENT SUPPLIER
PROGRAMMES OF IMPORT RISK GOODS**

Independent Verification Agency's (IVA's) Name	
Business Address	
Scope	
Phone/Fax	
Email	
Contact Name	
Name and Title of Person Responsible for IVA's System	
Name of ISO accreditation body selected for accreditation	
Date of application for accreditation to AS/NZS ISO/IEC 17020:2000	

Applicant/Independent Verification Agency's Statement

I/We (IVA), wish to apply for authorisation to operate as an IVA under the requirements set down in MAFBNZ Export Certification Standard "IVA Requirements" and for the following technical options:

Option		Please tick
Option 1	Phytosanitary inspection	
Option 2	Evaluation and/or audit of approved Organisations and their systems.	
Option 3	Evaluation and/ or audit and/or supervision of suppliers of official treatments and their systems	
Option 4	Verification of phytosanitary certificates	
Option 5	Phytosanitary documentation (Phyto Ecert).	
Option 6	Pest survey.	
Option 7	Seed certification services	

- I agree to meet the requirements of MAFBNZ Export Certification Standard: IVA Requirements and the requirements of the following standards as appropriate to my chosen service options.

Standard: System Overview and Requirements.

The overview, policies and general requirements for MAFBNZ Export Certification system.

Standard: Organisation Requirements:

Requirements to be met by an Organisation to gain approval to undertake export phytosanitary certification activities.

Standard: Pest identification requirements.

Technical requirements: Phytosanitary inspection.

Treatment Supplier Programme- Overview and General Requirements.

Requirements for the supplier of official treatments.

Technical requirements: Phytosanitary documentation (Phyto Ecert).

Technical requirements: Pest survey.

Technical requirements: Registered Certification Mark (ISPM 15).

Technical requirements: Seed Varietal certification.

2. I agree to document my IVA System meeting the requirements specified by MAFBNZ Export Certification Standard: IVA Requirements.
3. I agree to operate to the above documented system and procedures as authorised by Director Border Standards MAFBNZ.
4. I agree to MAFBNZ making enquiries and using the information supplied by me, in connection with this application or any contract entered into as a result of this application, for the following purposes:
 - i. To ensure that I am a fit and proper person to hold the authorised status conferred by the Contract;
 - ii To ensure that I have appropriate consents, permits, licences and authorities in respect of my business operations and my business premises that are required;
 - iii To notify the public of my authorised status.
5. I consent to such enquiries being made to or by the Police, Customs Department, New Zealand Horticultural Export Authority, and any statutory Board involved in import and export of products. I consent to publication of my authorised status in any publication available to the public.
6. I agree to afford MAFBNZ or MAFBNZ's representatives reasonable co-operation and access necessary to carry out audits.
7. Included with this application is a non-refundable application fee of \$480.00 (+ GST) for processing the application.
8. I note that any contract of authorisation will be subject to desk evaluation and subsequent audits and that the above fee excludes these costs. I agree to pay any reasonable costs of such evaluation and audits as may be charged to me from time to time.

9. I understand that if I fail to provide all or any of the information requested in connection with this application, I may be denied authorisation.

10. I understand that under the Information Privacy Principles of the Privacy Act 1993, I have rights of access to, and correction of, personal information held in connection with this application.

NOTE TO APPLICANT

MAF means any officer or agent of MAFBNZ including MAFBNZ's Representative.

This application does not in itself entitle the applicant to provide Inspection, Audit and/or Documentation services for MAF Biosecurity New Zealand. Authorisation may be given by MAFBNZ once the requirements of MAFBNZ Export Certification Standard: IVA Requirements have been met.

State here the Accreditation body you are contracting for accreditation of your system to AS/NZS ISO/IEC 17020:2000.

.....
(Accreditation body)

.....
(Signature of IVA)

.....
(Date)

.....
(Name - please print)

.....
(Title)

POST THIS APPLICATION TO:

Team Support Officer

Plant Exports

MAF Biosecurity New Zealand
Ministry of Agriculture and Forestry
PO Box 2526
Wellington

APPENDIX 2

AUTHORISATION OF A SERVICE PROVIDER FOR THE PROVISION OF IVA VERIFICATION SERVICES FOR AND ON BEHALF OF MAFBNZ FOR PLANT EXPORT CERTIFICATION PROGRAMMES AND TREATMENT SUPPLIER PROGRAMMES OF IMPORT RISK GOODS

Contract of Authorisation

Made this day of 20

BETWEEN: “**HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND** acting by
and through the Minister for Agriculture and Minister for Forestry (“MAFBNZ”)” **AND:** (“the IVA”)

WHEREAS:

A. Background

MAFBNZ is responsible for ensuring that forestry, plants and their products certified for export are properly and competently inspected and documented.

MAFBNZ is responsible for ensuring that treatments required for import risk goods provide the best practicable level of control, and that only competent organisations and individuals are involved with the delivery of treatment activities.

The applicant has demonstrated procedural ability and proficiency in the provision of verification services for export phytosanitary and seed certification programmes and treatment supplier programmes for import risk goods.

MAFBNZ desires to authorise the applicant IVA for the purpose of allowing him/her/it to provide verification services for export phytosanitary and seed certification programmes and treatment supplier programmes for import risk goods for and on behalf of MAF.

The applicant desires to be authorised by MAFBNZ as an IVA in order to provide verification services for export phytosanitary and seed certification programmes and treatment supplier programmes for import risk goods for and on behalf of MAFBNZ.

The IVA acknowledges that the IVA has been advised by MAFBNZ to obtain legal advice before signing this contract, and to obtain appropriate and sufficient insurance to meet the IVA’s potential liabilities (including liabilities to MAFBNZ), whether under this contract or otherwise.

B. Purpose of this Contract

This contract sets out the legally binding arrangement entered into by MAFBNZ and the IVA for the authorisation of the IVA by MAFBNZ.

DEFINITIONS

"Services" means those activities such as product Inspection, auditing of Inspection systems, supervision of treatment suppliers, carrying out of pest surveys, and the provision of a documentation service and registered certification mark (ISPM15) to prepare Certificates for an official signature and stamp of authorisation relating to Certification that is specified in the attached document entitled "IVA System". This document was submitted by the IVA to MAFBNZ with the application form.

"Certificate" means an officially recognised original MAF 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 Seed Scheme Varietal Certificate.

"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 IVA Standard and any other documents and requirements incorporated by reference.

"MAFBNZ" means MAF Biosecurity New Zealand.

"IVA System" refers to the "IVA System" defined in the IVA Standard.

"IVA Standard" means the document entitled "MAFBNZ export certification standard IVA Requirements: "Requirements to be met by a Service Provider to become & maintain MAF Authorisation as an Independent Verification Agency (IVA)" " dated (20 February 2009) 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 6, 7 and 9.3, terminate as per section 2.8 of the IVA Standard

2 Correctness of Information

- 2.1 The IVA warrants that the following information (including written and oral information) supplied by the IVA to MAFBNZ is correct and adequate in all respects:
- 2.1.1 all information supplied in or in connection with the application form entitled "Application for authorisation of IVA for the provision of verification services for and on behalf of MAFBNZ for export phytosanitary and seed certification programmes and treatment supplier programmes for import risk goods.
- 2.1.2 all other information supplied in connection with the authorisation of the IVA under this Contract; and
- 2.1.3 all information required to be supplied under the IVA Standard.

3 IVA's Other Warranties

- 3.1 The IVA warrants that throughout the term of this Contract the IVA will maintain its IVA System and all other relevant practices to substantially correspond with all the information referred to in clause 2.1, except to the extent that any changes made are authorised by MAFBNZ in accordance with the IVA Standard.
- 3.2 The IVA warrants to notify MAFBNZ of any change to the IVA's name.
- 3.3 The IVA warrants that where it is an unlisted company, it will notify MAFBNZ as soon as reasonably practicable of any:
- 3.3.1 change in the legal or beneficial ownership of any of its shares; or
- 3.3.2 issue of new capital; or
- 3.3.3 change to the rights and powers attaching to any of its shares; or
- 3.3.4 change to the composition of the board of directors (as this term is defined in section 127 of the Companies Act 1993).
- 3.4 The IVA warrants to fully comply with all the requirements, and other specifications set out in the IVA Standard.
- 3.5 The IVA warrants to take all reasonable steps to enable and facilitate MAFBNZ, and any persons acting for or otherwise associated with MAFBNZ, to perform their tasks and functions as envisaged in, or otherwise in connection with, the IVA Standard.

- 3.6 The IVA warrants not providing services for purposes not covered by this Contract. The IVA will take all reasonable steps to ensure that these services are not provided for such unauthorised purposes, or by unauthorised persons.

4 MAFBNZ's Obligation

- 4.1 MAFBNZ hereby authorises the IVA for the term of this Contract for the purpose of enabling the IVA to provide verification services for and on behalf of MAFBNZ for export phytosanitary and seed certification programmes and treatment supplier programmes for import risk goods.
- 4.2 The IVA accepts that nothing in this Contract or in any dealings of any kind between the IVA and MAFBNZ, Crown officers, or agents of or other persons associated with MAFBNZ or Crown officers, represents to the IVA or otherwise creates any kind of expectation on the IVA's part that:
- 4.2.1 any other authorisation or any Certification of any kind will be granted by MAFBNZ or will be granted within a certain time period; or
- 4.2.2 any forestry, plants, their Products, or other things that are accompanied by, or otherwise reliant on any service for MAF Export Certification provided by the IVA on behalf of MAF will be accepted by an importing country's official control authorities or will be accepted within a certain time period.

5 EXCLUSION OF LIABILITY

- 5.1 **THE IVA ACCEPTS THAT UNDER NO CIRCUMSTANCES WILL MAF, CROWN OFFICERS, OR AGENTS OF OR OTHER PERSONS ASSOCIATED WITH MAF 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:**

5.1.1 THE PERFORMANCE, OR AS THE CASE MAY BE, NON-PERFORMANCE OF THE IVA (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

5.1.2 THE PROVISION OR NON-PROVISION OF ANY VERIFICATION SERVICE FOR AND ON BEHALF OF MAFBNZ FOR EXPORT PHYTOSANITARY AND SEED CERTIFICATION PROGRAMMES AND TREATMENT SUPPLIER PROGRAMMES FOR IMPORT RISK GOODS BY THE IVA.

6 Suspension and Termination by MAFBNZ

- 6.1 MAFBNZ may at any time suspend authorisation of the IVA in accordance with Section 2.6 of the IVA Standard, in addition to any other rights of suspension provided by law.
- 6.2 MAFBNZ may at any time terminate authorisation of the IVA in accordance with Section 2.8 of the IVA Standard, in addition to any other rights of termination provided by law.

- 6.3 MAFBNZ may at any time suspend or terminate authorisation of the IVA for breach of the IVA Standard relating to payment of fees in accordance with Section 2.5 iii and 2.6 iii.
- 6.4 Where a change of a kind that is specified in clause 3.3 occurs, MAFBNZ may terminate the authorisation of the IVA.

7 **Extension following Audit of IVA**

- 7.1 Where the results of the audits in Section 4 of the IVA Standard indicate the requirements of the standard are being complied with, this Contract will be deemed extended, subject to clauses 6 and 9.3, beyond the last audit date.

8 **INDEMNITY**

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

8.1.1 the performance, or as the case may be, non-performance of the IVA (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;

8.1.2 negligent acts or omissions on the part of the IVA (or any of its contractors, sub-contractors, agents, or employees that are not a party to this Contract);

8.1.3 suspension or termination of the IVA 's Authorisation in accordance with clause 6;
or

8.1.4 the provision or non-provision of services for MAFBNZ by the IVA .

9 **Force Majeure**

- 9.1 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.

- 9.2 The party unable to fulfil its obligations due to Force Majeure will immediately:

- 9.2.1 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

- 9.2.2 use all responsible endeavours to avoid or remove the cause and comply with the warranty or perform the obligation.
- 9.3 Upon receiving notice pursuant to clause 9.2, or upon otherwise being made aware of any Force Majeure circumstances affecting the IVA, MAFBNZ may at its absolute discretion suspend authorisation of the IVA until such time as the circumstances have been avoided, removed or abated sufficiently to enable the IVA to comply with the warranty or perform the obligation.

10 Assignment

- 10.1 Neither party shall assign all or any of its rights, obligations, or liabilities under this Contract. In the event of a purported assignment in breach of this clause, this Contract shall terminate.

11 Disputes

- 11.1 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 11.4, 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 Nothing in this clause shall preclude either party from taking immediate steps to seek urgent equitable relief before a New Zealand Court.

12 **Entire Agreement**

This Contract sets out 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 Minister for Agriculture and Forestry)

Name:

Position:

Date:

WITNESS:

Name: _____
Occupation: _____
Address: _____

Signed for and on behalf of)
)
)

Name:

Position:

Date:

WITNESS:

Name: _____
Occupation: _____
Address: _____

This Section to be completed by MAFBNZ	
---	--

Date of accreditation to AS/NZS ISO/IEC 17020:2000	
---	--