


# BIOSECURITY NEW ZEALAND EXPORT CERTIFICATION STANDARD

## Organisation Requirements

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

<b>REVIEW</b>	This Biosecurity New Zealand standard is subject to periodic review.
<b>ENDORSEMENT</b>	This Biosecurity New Zealand standard is hereby endorsed.
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# **TABLE OF CONTENTS**

<b>1.0</b>	<b>INTRODUCTION.....</b>	<b>4</b>
1.1	BACKGROUND.....	4
1.2	PURPOSE .....	4
1.3	REFERENCES .....	4
1.4	DEFINITIONS .....	4
<b>2.0</b>	<b>REQUIREMENTS TO BE MET BY ORGANISATIONS TO GAIN APPROVAL .....</b>	<b>5</b>
2.1	EXPORT CERTIFICATION ACTIVITY OPTIONS .....	5
2.2	ORGANISATION APPROVAL PROCESS .....	5
2.3	PROCESS FOR AMENDMENTS TO EXISTING SYSTEMS .....	7
2.4	SUSPENSION OF AN ORGANISATION’S APPROVAL.....	7
2.5	REINSTATEMENT OF AN ORGANISATION FOLLOWING SUSPENSION.....	8
2.6	PROCESS FOR TERMINATION OF APPROVAL .....	8
2.7	PROCESS FOR APPEALS .....	9
2.8	ORGANISATION TRANSFER TO ANOTHER IVA .....	9
2.8.1	<i>Eligibility for transfer</i> .....	9
2.9	BIOSECURITY NEW ZEALAND COST RECOVERY FEES .....	9
<b>3.0</b>	<b>ORGANISATION SYSTEM REQUIREMENTS .....</b>	<b>9</b>
3.1	SYSTEM OVERVIEW .....	10
3.2	MANAGEMENT REVIEW .....	10
3.3	DOCUMENT CONTROL .....	10
3.4	MAINTENANCE OF RECORDS .....	10
3.4.1	<i>Reports</i> .....	11
3.5	STAFF COMPETENCY .....	11
3.5.1	<i>Identification of competencies and resource requirements</i> .....	11
3.5.2	<i>Competency assessment</i> .....	11
3.6	SUPPLIER AUDIT.....	12
3.6.1	<i>Operating procedures for supplier of phytosanitary activities</i> .....	12
3.6.2	<i>Audit procedures</i> .....	12
3.6.3	<i>Auditor competency</i> .....	12
3.6.4	<i>Audit frequency</i> .....	13
3.6.5	<i>Audit records</i> .....	13
3.7	TECHNICAL REQUIREMENTS OF CERTIFICATION ACTIVITY OPTIONS .....	13
3.7.1	<i>Phytosanitary treatments</i> .....	13
3.8	OPERATING PROCEDURES AND PROCESS CONTROL.....	14
3.8.1	<i>Technical requirements of certification service options</i> .....	14
3.8.2	<i>Importing country’s phytosanitary requirements</i> .....	14
3.8.3	<i>Development of Critical Control Point (CCP) procedures</i> .....	14
<b>4.0</b>	<b>AUDIT FREQUENCY AND SCOPE .....</b>	<b>16</b>
4.1	IVA AUDIT OF ORGANISATIONS .....	16
4.1.1	<i>Risk categorisation of product types:</i> .....	16
4.2	AUDIT SCOPE .....	17
4.2.1	<i>Systems audit</i> .....	17
4.2.2	<i>Surveillance audit</i> .....	17

4.3	CLASSIFICATION OF NON-COMPLIANCE .....	17
4.3.1	<i>Critical non-compliance</i> .....	17
4.3.2	<i>Other non-compliance</i> .....	19
4.3.3	<i>Corrective actions for other non-compliances</i> .....	19
<b>APPENDIX 1.....</b>		<b>20</b>
APPLICATION TO BECOME AN APPROVED ORGANISATION FOR ACTIVITIES FOR MAF BIOSECURITY NEW ZEALAND EXPORT PHYTOSANITARY CERTIFICATION.....		<b>ERROR!</b>
<b>BOOKMARK NOT DEFINED.</b>		
<b>APPENDIX 2.....</b>		<b>23</b>
APPROVAL FOR THE OPERATION OF ACTIVITIES FOR AND ON BEHALF OF MAF BIOSECURITY NEW ZEALAND FOR PLANT EXPORT PHYTOSANITARY CERTIFICATION PURPOSES .....		<b>ERROR!</b>
<b>BOOKMARK NOT DEFINED.</b>		

## **1.0 INTRODUCTION**

### **1.1 Background**

This standard is one of a set of standards that comprise the Biosecurity New Zealand export phytosanitary certification system.

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

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

Biosecurity New Zealand has developed standards and technical requirements for the delegation of authority for the provision of phytosanitary export certification services and activities.

The series of export certification standards can be found on the Biosecurity New Zealand websites:

<http://www.biosecurity.govt.nz/commercial-exports/forestry-exports/export-certification-standards>

<http://www.biosecurity.govt.nz/commercial-exports/plant-exports/export-certification-standards>

### **1.2 Purpose**

This Standard specifies the system and technical requirements that must be met by Organisations undertaking plant (including forestry) export certification activities to achieve and maintain approval by Biosecurity New Zealand.

### **1.3 References**

Refer to Appendix 1, Biosecurity New Zealand Export Certification Standard “System Overview and Requirements”

### **1.4 Definitions**

Refer to Appendix 2, Biosecurity New Zealand Export Certification Standard “System Overview and Requirements”

## 2.0 REQUIREMENTS TO BE MET BY ORGANISATIONS TO GAIN APPROVAL

Organisation seeking approval to complete phytosanitary activities on behalf of Biosecurity New Zealand shall have documented procedures which are evaluated by an Independent Verification Agency (IVA) and approved by Biosecurity New Zealand,

### 2.1 Export certification activity options

An Organisation may be approved by Biosecurity New Zealand to undertake one or more of the following phytosanitary activity options:

- Option 1**      Phytosanitary inspection
- Option 2**      Phytosanitary treatments
- Option 3**      Phytosanitary documentation (Phyto Ecert)
- Option 4**      Pest survey
- Option 5**      Registered certification mark (ISPM15)

### 2.2 Organisation approval process

An Organisation seeking approval to undertake phytosanitary activities on behalf of Biosecurity New Zealand shall have engaged the services of an IVA at all times.

The process for an Organisation to be approved is shown in Table 1.

**Table 1.** Organisation approval pathway

Step	Organisation action	IVA action	Biosecurity NZ action
1	Select an IVA.		
2	Mutually agree with your IVA an acceptable time frame for your documentation of procedures to applicable Biosecurity New Zealand standards and specifications, and subsequent audit of the procedures by the IVA.		
3	Document your system to comply with this standard and the technical requirements of the service options.		
4	Submit the system from step 3 to the selected IVA and attach your completed and signed Contract of Approval (Appendix 1),		
5.		Assess the	

<b>Step</b>	<b>Organisation action</b>	<b>IVA action</b>	<b>Biosecurity NZ action</b>
		Organisation's documented system against Biosecurity New Zealand standards.	
6.		Request any additional information.	
7.	Provide any additional information.		
8.		Undertake a system audit to validate that the 'actual operations' correspond to the documented procedures at each of the Organisation's locations where export activities will be undertaken.	
9.		Notify non-compliance (s) and request corrective action(s). Advance to step 12 if no non-compliance findings.	
10.	Identify, implement and have verified the agreed corrective action(s).		
11.		Verify the agreed corrective action(s).	
12.		Make a written recommendation to Biosecurity New Zealand, attaching a copy of the Organisation's system.	
13.			Biosecurity New Zealand considers the IVA recommendation and where appropriate signs the Contract of Approval for forwarding to the IVA.
14.		Notify Organisation of their approval and forward a copy signed by Biosecurity New Zealand.	
15.	Organisation commences		

Step	Organisation action	IVA action	Biosecurity NZ action
	implementation of their approved system.		

### 2.3 Process for amendments to existing systems

The process for the approval of amendments to an existing Organisation system shall be undertaken as described in Table 2.

**Table 2.** Process for amendments

Step	Organisation action	IVA action	Biosecurity NZ action
1	Submit to IVA the amendment(s) to your system and gain agreement on an acceptable time frame for assessment of amendment (s)		
2		Assess the amendment(s) against the appropriate Biosecurity New Zealand standard(s).	
3		Request any additional information.	
4	Provide any additional information.		
5		Validate Organisation's implementation of the amendment where appropriate.	
6		Make a written recommendation to Biosecurity New Zealand, attaching a copy of the amendment.	
7			Biosecurity New Zealand considers the IVA recommendation and where appropriate approves the amendment.
8		Notify Organisation of the approval of the amendment.	
10	Organisation implements the approved amendment.		

### 2.4 Suspension of an Organisation's approval

Approval of an Organisation to perform phytosanitary certification activities may be

suspended by Biosecurity New Zealand in full or for a specified period, where one or more of the following occurs:

- i. Where an Organisation's system has not been active for more than 12 months, or
- ii. An Organisation has not engaged the services of an IVA; or
- iii. An Organisation fails to make full payment of fees to Biosecurity New Zealand unless in dispute; or
- iv. Requested by the Organisation.

Biosecurity New Zealand shall formally advise the Organisation of their suspension.

During the period of the suspension, the Organisation shall not offer or perform any phytosanitary certification activities on behalf of Biosecurity New Zealand.

All product inspected, produced or packaged by the Organisation from the date of initial suspension is ineligible for export phytosanitary certification by Biosecurity New Zealand unless subjected to end point consignment inspection.

Certification of product that was produced since the last successful audit and the date of suspension is at the sole discretion of Biosecurity New Zealand.

## **2.5 Reinstatement of an Organisation following suspension**

Reinstatement of an Organisation's approval by Biosecurity New Zealand to perform export certification activities shall occur only when all conditions prescribed by Biosecurity New Zealand and or its representatives have been met.

Biosecurity New Zealand shall formally advise the Organisation the date from which their approval will be reinstated.

## **2.6 Process for termination of approval**

Termination of an Organisation's approval shall occur:

- i. Where falsification of any record or abuse of a MAF mark impacting on a phytosanitary certification request is found;
- ii. Where more than two critical non-compliances are identified within any 12 month period,
- iii. If the conditions for reinstatement in the suspension notice are not met within the specified time;
- iv. At the request of the Organisation.

Biosecurity New Zealand shall formally advise the Organisation of the reasons for the termination of the approval, and the effective date of the termination.

The Biosecurity New Zealand contract of approval shall be returned to Biosecurity New Zealand (or through the IVA) within five working days of the approval being terminated. In addition any equipment for the application of certification marks or material advertising MAF approval status shall be disposed of and verified to Biosecurity New Zealand.

## **2.7 Process for appeals**

An Organisation may appeal an IVA decision in the following manner:

- i. Organisation is to formally notify the IVA of their request to appeal;
- ii. The Organisation and IVA shall cooperatively attempt to resolve the appeal in accordance with the IVA appeals process;
- iii. If a mutually satisfactory resolution of the appeal cannot be achieved, the Organisation and the IVA shall jointly meet with Biosecurity New Zealand to resolve the appeal.

Biosecurity New Zealand costs associated with mediation of appeals shall be borne equally by the Organisation and the IVA.

If a mutually satisfactory resolution is not possible, follow the disputes resolution procedure in clause 11 of the contract of approval (Appendix 2).

## **2.8 Organisation transfer to another IVA**

An Organisation may elect to transfer to another IVA, subject to the following conditions being met:

- i. Must notify the existing IVA of their decision to transfer to a new IVA;
- ii. Must continue with the existing IVA until the new IVA has formalised the transfer;
- iii. Shall recognise that the newly selected IVA will be undertaking a systems audit within one month of accepting the transfer and this system audit to be regarded as the annual system audit.

### **2.8.1 Eligibility for transfer**

Organisations shall not be eligible for transfer until all non-compliance findings have been closed out to the existing IVA.

Transfer of Organisations with non-compliance findings not closed out is at the sole discretion of Biosecurity New Zealand and on a case-by-case basis.

## **2.9 Biosecurity New Zealand cost recovery fees**

The schedule of fees is available from:

<http://www.biosecurity.govt.nz/commercial-exports/plant-exports/fees>

## **3.0 ORGANISATION SYSTEM REQUIREMENTS**

Organisations seeking approval to undertake phytosanitary activities on behalf of Biosecurity New Zealand shall document procedures (risk management programme) that address the following minimum requirements.

### **3.1 System overview**

- i. Name and contact details of the Organisation;
- ii. Physical address and contact details of sites/locations where phytosanitary activities are undertaken;
- iii. The name and contact details of person(s) responsible for:
  - a) Management of the Organisation's documented system;
  - b) IVA liaison including commencement and completion of operating periods;
  - c) Audit arrangements;
  - d) Implementation of contingencies.
- iv. The Organisational structure showing line control;
- v. The scope of activities, including specific plant products, with reference to the relevant technical requirements for which the Organisation is approved (refer to Section 2.1).

### **3.2 Management review**

The Organisation shall review their system at least annually to ensure its ongoing suitability and effectiveness to comply with Biosecurity New Zealand standards. A record that the review has been undertaken shall be kept.

### **3.3 Document control**

The Organisation shall document within their system the procedures to:

- i. Provide document control of all Biosecurity New Zealand 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 prior to implementation.

### **3.4 Maintenance of records**

All records pertaining to phytosanitary activities shall be complete, accurate, legible, and readily accessible. The Organisation shall maintain the following minimum records:

- i. Complete copy of their current documented system approved by Biosecurity New Zealand which shall include:
  - a) Register of competent staff as assessed by the Organisation's system,
  - b) The scope of phytosanitary activity undertaken by the specific person;
- ii. Records of competency assessments of staff undertaking phytosanitary activities;
- iii. All records specified in the applicable technical requirements;
- iv. All interceptions of their produce by importing countries;
- v. New importing country requirements, from sources other than Biosecurity New Zealand, including phytosanitary import permits.

### 3.4.1 Reports

The Organisation shall provide to their IVA the following reports, which shall contain information as stated within Table 3.

**Table 3.** Reporting requirements

<b>Topics</b>	<b>Time frame</b>
Changes to their register of competent staff.	Within 5 working days of change
Critical non-compliance detections and corrective actions to be applied.	Within 5 working days after detection
Interceptions of Biosecurity New Zealand phytosanitary certified produce by importing countries.	Within 5 working days of interception
Issues raised by importers or other off shore organisations identifying risks relating to Biosecurity New Zealand export phytosanitary certification.	Within 5 working days of receipt of issue
Importing countries requirements obtained from sources other than Biosecurity New Zealand.	Prior to requesting certification

### 3.5 Staff competency

#### 3.5.1 Identification of competencies and resource requirements

The Organisation shall:

- i. Identify the competencies required for each phytosanitary activity according to the scope of their system
- ii. Have a sufficient number of staff with the necessary competence to undertake the scope of phytosanitary activity options for which they are approved;
- iii. Implement safeguards for staff engaged in making phytosanitary decisions from commercial interest in their decisions.

#### 3.5.2 Competency assessment

The Organisation shall document the following:

- i. The person(s) with overall responsibility for the management of the Organisation's system, the competency required and their job description; and minimum competencies for the position:
  - a) Demonstrable knowledge of Biosecurity New Zealand phytosanitary standards and quality management systems;
  - b) Demonstrable ability to apply Biosecurity New Zealand standards within the Organisation's system.
- ii. Method used to assess staff competency to undertake specified phytosanitary activities within the Organisation's system.
- iii. How competencies of staff undertaking phytosanitary activities are maintained

on an ongoing basis.

### **3.6 Supplier audit**

Organisations that elect to undertake audits of their suppliers of phytosanitary activities shall meet the following requirements:

#### **3.6.1 Operating procedures for supplier of phytosanitary activities**

The approved Organisation must ensure their suppliers of phytosanitary activities are in receipt of and are implementing the approved Organisation's operating procedures for the phytosanitary activities.

#### **3.6.2 Audit procedures**

The approved Organisation shall document, and implement audit procedures meeting the requirements of the relevant parts of Section 4 of this standard, and all other relevant requirements contained within Biosecurity New Zealand standards.

Audit records shall include the following minimum information:

- i. Date of audit;
- ii. Product type(s);
- iii. Audit location;
- iv. Organisation staff assessed;
- v. Audit scope;
- vi. Non-compliance identified and their classification;
- vii. Agreed corrective actions and their implementation date;
- viii. Future audit status and frequency;
- ix. Auditor name and validation.

Audit records must be retained for two years.

#### **3.6.3 Auditor competency**

Organisations auditing their supplier's provision of phytosanitary activities shall select audit staff who have:

- i. At least attained a secondary school qualification or diploma or equivalent;
- ii. Work experience in the quality management, risk assessment and/or HACCP processes or equivalent;
- iii. Demonstrable knowledge of Biosecurity New Zealand phytosanitary standards and quality management systems;
- iv. Undertaken three audits under the direct supervision of a competent auditor and assessed as competent; and
- v. 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.

### 3.6.4 Audit frequency

The Organisation shall complete audits of their individual suppliers of phytosanitary activities as per Table 5, Section 4.

### 3.6.5 Audit records

The Organisation shall ensure their audit records are available to their nominated IVA.

In the event of a critical non-compliance being detected, the Organisation shall submit to their IVA within 24 hours a written report containing the following minimum information:

- i. Name of supplier;
- ii. Description of the critical non-compliance and implication for export certification;
- iii. Organisation action(s) taken.

## 3.7 Technical requirements of certification activity options

The Organisation shall implement documented procedures relevant to the scope of the certification activity options for which it is seeking approval.

The technical requirements are specified in the following Biosecurity standards (Table 4).

**Table 4.** Technical requirements for service options

Option	Reference Biosecurity New Zealand standard	Applicable sections
1	Technical Requirements: Phytosanitary Inspection	All
2	Technical Requirements: Phytosanitary Treatments	See Section 3.7.1 below
3	Technical Requirements: Phytosanitary Documentation (Phyto Ecert)	All
4	Technical Requirements: Pest Survey	All
5	Technical Requirements: Regulated Certification Mark (ISPM15)	All

### 3.7.1 Phytosanitary treatments

#### 3.7.1.1 Official treatments

When an importing country officially prescribes a treatment as part of their import requirements, Organisations shall develop documented procedures for the treatment that meets the requirements of Sections 2.6, 2.7, 4.1.1, 4.1.3, 4.2, 4.3, 4.6, 4.7, 4.8, and

Appendix 3 1.0 of the Biosecurity New Zealand standard “Requirements for the supplier of official treatments”.

Note:

- i. “Treatment Supplier” is synonymous with “Organisation”;
- ii. “Treatment Technician” is synonymous with “Treatment staff member”.

The Organisation’s documented procedures for treatments, shall become part of the Organisation’s system, and shall be subjected to the audit regime of the approved Organisations system.

### **3.7.1.2 Use of Biosecurity New Zealand approved treatment suppliers**

Treatment suppliers may be subcontracted in by an Organisation to undertake official treatments for export certification. In this circumstance the treatment supplier must comply with the requirements of the Biosecurity New Zealand Standard “Requirements for the supplier of official treatments”.

### **3.7.1.3 Other treatments**

Organisations which carry out treatments as part of their documented systems, but the treatment being applied is not specifically required by an importing country, may opt to develop procedures which are equivalent to the technical requirements of Section’s 2.6, 2.7 and 4.6 and Appendix 3 1.0 of the Biosecurity New Zealand Standard “Requirements for the supplier of official treatments”.

Where the Organisation is seeking Biosecurity New Zealand recognition of the treatment process to be equivalent to phytosanitary inspection, procedures and technical justification for equivalency shall be documented within their approved Organisation system.

## **3.8 Operating procedures and process control**

### **3.8.1 Technical requirements of certification service options**

The Organisation shall reference the relevant technical requirements applying to the options covered by their system scope (see section 2.1 and 3.7).

### **3.8.2 Importing country’s phytosanitary requirements**

The Organisation shall reference and undertake phytosanitary activities in accordance with requirements contained within:

- i. Importing Country’s Phytosanitary Requirements (ICPRs);
- ii. Phytosanitary import permits;
- iii. Work plans for pre-clearance programmes;
- iv. Special phytosanitary compliance programmes.

### **3.8.3 Development of Critical Control Point (CCP) procedures**

The Organisation shall:

- i. Identify their product pathway(s);
- ii. Identify hazards and risks within this pathway, and the CCP's where hazards and risks are managed;
- iii. Develop procedures for activities within each CCP to control, prevent, remove or reduce the identified hazards and risks.

### **3.8.3.1 Product pathway**

The Organisation shall define and document the product pathway applicable to the scope of the Organisations operation which may include, but not be limited to the following stages:

- i. Production site (e.g. forest, farm or orchard);
- ii. Places of handling initially harvested plant products (e.g. packhouses, seed cleaning plants, log yards, saw mills);
- iii. Storage;
- iv. Treatment;
- v. Application of registered certification marks;
- vi. Processing;
- vii. Dispatch and inventory control;
- viii. Transport;
- ix. Export documentation to obtain phytosanitary certification.

### **3.8.3.2 Hazards and risks**

Within each stage of the product pathway the Organisation shall identify and document each CCP where hazards and risks affecting the phytosanitary status of the product are managed.

In particular the Organisation shall maintain the integrity of the certification status product has gained through consideration of the following:

- i. The method used for the traceability of plant products from treatment and/or inspection to the point of export from New Zealand (defined as the date on which the consignment was loaded onto a vessel or aircraft).
- ii. The method used for ensuring post treatment and/or post inspection product security:
  - a) Where your Organisation's responsibility starts and finishes;
  - b) How product contamination by pests after inspection is prevented;
  - c) How mixing/substitution of treated product with non treated product is avoided;
  - d) How mixing/substitution of certified product with non certified product is avoided;
  - e) How the certification status resulting is maintained when products are transferred between Organisations;
  - f) How time periods specified by the importing country, between inspection and time of export, are maintained.
- iii. Contingencies for any breakdown in their product security procedures.
- iv. Corrective actions to bring any non-complying plant product or operational process back into compliance with specifications.

### 3.8.3.3 Procedures for activities

The procedures developed under 3.8.3 iii must be documented and state:

- i. What activity(s) is to be done;
- ii. How the activity is to be undertaken;
- iii. Where the activity(s) is undertaken;
- iv. When the activity(s) is to be undertaken;
- v. Who is responsible for completing the activity(s).

## 4.0 AUDIT FREQUENCY AND SCOPE

### 4.1 IVA audit of Organisations

The Organisation's nominated IVA shall audit the Organisation's documented and approved system for ongoing compliance. The audit frequency and scope applied shall be determined by the level of:

- i. Risk posed by the particular system and/or product type being exported;
- ii. Confidence attained through prior audits.

#### 4.1.1 Risk categorisation of product types:

**Level 1** Manufactured or processed product where the approved process is recognised as rendering the product and/or pests non-viable.

Where there are no critical non-compliance findings within the system and the subsequent three surveillance audits per year, the approved Organisation shall be eligible for Risk Category 1 as identified within Table 5.

**Level 2** All other products and export documentation (Phyto Ecert)

Where there are no critical non-compliance findings within the systems audit and the subsequent six surveillance audits per year, the approved Organisation is eligible for the reduced level (3) of ongoing surveillance audits (Table 5).

Specific product types and/or phytosanitary activities associated with Level 2 risk category may be considered for a lower frequency of surveillance audits below three per year, if it can be demonstrated that a new process (other than those specified as necessary for Level 1) has significantly lowered the risk of either containing and transferring quarantine pests or having incorrect information on certificate requests. Such reduction is at the sole discretion of Biosecurity New Zealand and on a case-by-case basis.

**Table 5.** Initial and reduced audit frequencies

<b>Risk category</b>	<b>System audit</b>	<b>Entry level surveillance audit</b>	<b>Qualifying criteria for reduction</b>	<b>Reduced surveillance audit</b>
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		frequency		frequency
1	1 per yr (ongoing)	3 per year	One year without a critical non-compliance.	1 per year
2	1 per yr (ongoing)	6 per year	One year without a critical non-compliance.	3 per year

Note: Where an Organisation undertakes phytosanitary activities for a period of two months or less within one calendar year, the audit frequency shall be reduced to the following minimum levels during the period of operation:

- i. one system audit;
- ii. two surveillance audits.

## 4.2 Audit scope

### 4.2.1 Systems audit

A systems audit shall ensure that the Organisation's entire system is compliant with ICPRs, and Biosecurity New Zealand standards and implemented in accordance with its documented system.

### 4.2.2 Surveillance audit

A surveillance audit shall ensure that the output of the Organisation's system is compliant with their documented procedures, through at least an inspection of this output. Surveillance audits shall be unannounced.

## 4.3 Classification of non-compliance

Non-compliance incidents shall be classified as critical non-compliance or other non-compliance depending on its effect on the IVA confidence in an Organisation's system.

### 4.3.1 Critical non-compliance

A critical non-compliance is an incident(s) that results in no confidence that an Organisation's system is in place to deliver the output(s) in accordance with the approved Organisation's system.

Examples of Critical non-compliances are:

- i. No official treatment undertaken or incorrect treatment applied when required;
- ii. No inspection or insufficient inspection undertaken;
- iii. Phytosanitary status not identified correctly;
- iv. Certification requested for ineligible product already exported or intended for export;
- v. Incorrect information on certificates affecting phytosanitary status;

- vi. Maximum pest limits exceeded during inspection/audit and not actioned correctly;
- vii. Required inspection facilities and/or equipment not used;
- viii. Equipment calibration not carried out;
- ix. Amendments to approved procedures not notified to the IVA prior to implementation;
- x. ICPRs not available or applied by appropriate staff;
- xi. Approved procedures for managing the hazards and risks associated with critical control points not available or applied by appropriate staff;
- xii. Absence of product traceability;
- xiii. Non-competent staff operating without supervision where the results of their activities lead to certification of products;
- xiv. Registered competent staff not meeting the competency criteria;
- xv. Failure to rectify an other non-compliance identified in a previous audit within the agreed timeframe;
- xvi. Any re-occurrence of an other non-compliance detected in the two previous consecutive audits;
- xvii. Failure to implement agreed corrective actions for a previously identified critical non-compliance within agreed timeframes;

Critical non-compliances not on this list may be identified. Such critical non-compliances shall be agreed with Biosecurity New Zealand prior to being confirmed.

**4.3.1.1** Where a critical non-compliance is identified during any audit, the audit frequency shall immediately increase to either:

- i. Daily audits for a maximum of three days, during which time the Organisation must identify, implement and have verified agreed corrective action(s); or
- ii. Production throughput subjected to endpoint consignment inspection for the three days during which time the Organisation must identify, implement and have verified agreed corrective action(s).

**4.3.1.2** The Organisations failure to manage the critical non-compliance in accordance with the IVA audit report shall incur a second critical non-compliance and result in the Organisation's system shall immediately reverting to or remaining on End Point Consignment Inspection until:

- i. An agreed corrective action strategy has been verified by the auditor; and
- ii. A targeted systems audit is successfully completed.

Following satisfactory completion of the above corrective action process the Organisation's system shall resume at the entry level audit frequency.

**4.3.1.3** The Organisation's continued failure to put in place:

- i. An agreed corrective action strategy that has been verified by the auditor; and
- ii. A successfully completed targeted systems audit;

shall incur a third critical non-compliance and result in the termination of the Organisation's system.

### **4.3.2 Other non-compliance**

An other non-compliance is an incident(s) that creates doubt and a decrease in confidence that an Organisation's system is in place to deliver an output(s) in accordance with the approved Organisation's system.

Other non-compliance findings include but are not limited to the following examples:

- i. Significant difference between auditor and Organisation findings;
- ii. Failure to follow approved procedures other than those for CCPs;
- iii. Failure to notify commencement and finish of operating period, where applicable;
- iv. Staff competency records incorrectly documented;
- v. Failure to meet recording and/or reporting requirements;
- vi. Incomplete inspection records where it can be validated the product complies with the stated certification status.

### **4.3.3 Corrective actions for other non-compliances**

A corrective action and a time frame for its implementation are to be agreed between the auditor and Organisation for each non-compliance finding. The auditor shall verify that the corrective action has been implemented and is effectively addressing risk within the agreed time frame.

## APPENDIX 1

### APPLICATION FOR APPROVAL OF ORGANISATION FOR THE OPERATION OF ACTIVITIES FOR AND ON BEHALF OF MAF BIOSECURITY NEW ZEALAND FOR PLANT EXPORT PHYTOSANITARY CERTIFICATION PURPOSES

Please complete this application and forward to your chosen IVA.

ORGANISATION Name		
Organisation address		
Business type (exporter, packhouse, freight forwarder etc)		
		Please tick option required
Scope of service option(s)	Phytosanitary inspection	
	Phytosanitary treatments	
	Phytosanitary documentation (Phyto Ecert)	
	Pest survey	
	Registered certification mark (ISPM15)	Please indicate which mark you will be applying  <input type="radio"/> Fumigation <input type="radio"/> Heat treatment
Contact name		
Phone		
Mobile phone		
Fax		
Email		
Name and title of person responsible for Organisation's		

## ORGANISATION'S STATEMENT

I, ..... (Organisation), wish to apply for approval under the requirements set down in Biosecurity New Zealand Export Certification Standard: Organisation Requirements.

1. I agree to meet the requirements of Biosecurity New Zealand Export Certification Standard: Organisation Requirements.
2. I agree to document my Organisation System meeting the requirements specified by Biosecurity New Zealand Export Certification Standard: Organisation Requirements.
3. I agree to operate to the above documented system and procedures as approved by Director PreClearance MAF Biosecurity New Zealand.
4. I agree to MAF 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 approved 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 approved 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 approved status in any publication available to the public.
6. I agree to afford Biosecurity New Zealand or Biosecurity New Zealand'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 approval 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 approval.
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 MAF Biosecurity New Zealand including Biosecurity New Zealand's Representative.

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

State here the Independent Verification Agency (IVA) you are contracting to undertake pre-approval evaluation and initial audits of your Organisation's system.

.....  
(IVA)

.....  
(Signature of Organisation )

.....  
(Date)

.....  
(Name - please print)

.....  
(Title)

**POST THIS APPLICATION TO:**

Technical Advisor Export operations  
Biosecurity New Zealand  
Ministry of Agriculture and Forestry  
PO Box 2526  
Wellington

## APPENDIX 2

## APPENDIX 2

# APPROVAL OF ORGANISATION FOR THE OPERATION OF ACTIVITIES FOR AND ON BEHALF OF MAF BIOSECURITY NEW ZEALAND FOR PLANT EXPORT PHYTOSANITARY CERTIFICATION PURPOSES

## CONTRACT OF APPROVAL

Made this                      day of                      20

**BETWEEN:**            “HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND acting by  
and through the Minister for Biosecurity (“MAF”)” **AND:**                      (“the Organisation”)

### **WHEREAS:**

#### **A.            Background**

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

MAF 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 Organisation has demonstrated procedural ability and proficiency in the provision of activities for plant export phytosanitary certification purposes.

MAF desires to approve the Organisation for the purpose of allowing him/her/it to provide activities for plant export phytosanitary certification purposes for and on behalf of MAF.

The Organisation desires to be approved by MAF in order to provide activities for plant export phytosanitary certification purposes for and on behalf of MAF.

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

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

This contract sets out the legally binding arrangement entered into by MAF and the Organisation for the approval of the Organisation by MAF.

### **DEFINITIONS**

"Activities" means those activities such as product Inspection, auditing of Inspection systems, carrying out of treatments, 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 "Organisation System". This document was submitted by the Organisation to MAF 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 Standard and any other documents and requirements incorporated by reference.

"Biosecurity New Zealand" means MAF Biosecurity New Zealand.

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

"Standard" means the document entitled "Biosecurity New Zealand Export Certification Standard Organisation Requirements: Requirements to be met by an Organisation to gain approval to undertake export certification activities" dated June 1 2006, 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 2.6 of the Standard

### **2 Correctness of Information**

- 2.1 The Organisation warrants that the following information (including written and oral information) supplied by the Organisation to MAF is correct and adequate in all respects:

2.1.1 all information supplied in or in connection with the application form entitled "Application to become an approved Organisation of activities for MAF Biosecurity New Zealand Export Phytosanitary Certification";

2.1.2 all other information supplied in connection with the approval of the Organisation under this Contract; and

2.1.3 all information required to be supplied under the Standard.

### **3 Organisation's Other Warranties**

- 3.1 The Organisation warrants that throughout the term of this Contract the Organisation will maintain its Organisation 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 approved by MAF in accordance with the Standard.

- 3.2 The Organisation warrants to notify MAF of any change to the Organisation's name.

- 3.3 The Organisation warrants that where it is an unlisted company, it will notify MAF 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 Organisation warrants to fully comply with all the requirements, and other specifications set out in the Standard.

- 3.5 The Organisation warrants to take all reasonable steps to enable and facilitate MAF, and any persons acting for or otherwise associated with MAF, to perform their tasks and functions as envisaged in, or otherwise in connection with, the Standard.

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

#### **4 MAF's Obligation**

- 4.1 MAF hereby approves the Organisation for the term of this Contract for the purpose of enabling the Organisation to provide activities on behalf of MAF for Plant Export Phytosanitary Certification.
- 4.2 The Organisation accepts that nothing in this Contract or in any dealings of any kind between the Organisation and MAF, Crown officers, or agents of or other persons associated with MAF or Crown officers, represents to the Organisation or otherwise creates any kind of expectation on the Organisation's part that:
- 4.2.1 any other approval or any Certification of any kind will be granted by MAF or will be granted within a certain time period; or
- 4.2.2 any plant products, or other things that are accompanied by, or otherwise reliant on any service for MAF Export Certification provided by the Organisation 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 ORGANISATION 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 ORGANISATION (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 ACTIVITY FOR MAF PLANT EXPORT PHYTOSANITARY CERTIFICATION BY THE ORGANISATION.**

#### **6 Suspension and Termination by MAF**

- 6.1 MAF may at any time suspend approval of the Organisation in accordance with Section 2.4 of the Standard, in addition to any other rights of suspension provided by law.

- 6.2 MAF may at any time terminate approval of the Organisation in accordance with Section 2.5 of the Standard, in addition to any other rights of termination provided by law.
- 6.3 MAF may at any time suspend or terminate approval of the organization for breach of the Standard relating to payment of fees in accordance with Section 2.4 iii and 2.5.
- 6.4 Where a change of a kind that is specified in clause 3.3 occurs, MAF may terminate the approval of the Organisation.

## **7 Extension following Audit of Organisation**

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

## **8 INDEMNITY**

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

8.1.1 the performance, or as the case may be, non-performance of the Organisation (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 Organisation (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 Organisation 's approval in accordance with clause 6; or

8.1.4 the provision or non-provision of activities for MAF by the Organisation.

## **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 Organisation, MAF may at its absolute discretion suspend approval of the Organisation until such time as the circumstances have been avoided, removed or abated sufficiently to enable the Organisation 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 Biosecurity” )

Name:

Position:

Date:

WITNESS:

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

Signed for and on behalf of )  
 )  
 )

Name:

Position:

Date:

WITNESS:

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