

**Agreement between the European Community and New Zealand on sanitary measures applicable to trade in live animals and animal products**

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AGREEMENT between the European Community and New Zealand on sanitary measures applicable to trade in live animals and animal products

THE EUROPEAN COMMUNITY, of the one part, and NEW ZEALAND, of the other part, hereinafter referred to as 'the Parties';

WHEREAS the Parties acknowledge that their systems of sanitary measures are intended to provide comparable health assurances;

REAFFIRMING their commitment to the rights and obligations established pursuant to the WTO Agreement on the Application of Sanitary and Phytosanitary Measures (hereinafter referred to as 'the SPS Agreement');

DESIRING to facilitate trade in live animals and animal products between the European Community (hereinafter referred to as 'the Community') and New Zealand while safeguarding public and animal health and thereby meeting consumer expectations in relation to the wholesomeness of food products; DESIRING to resolve other veterinary issues applicable to trade in live animals and animal products between the Community and New Zealand;

RESOLVED to take the fullest account of the risk of spread of animal infection and disease and the measures put in place to control and eradicate such infections and diseases, and in particular to avoid disruptions to trade,

HAVE AGREED AS FOLLOWS:

Article 1

Objective

The objective of this Agreement is to facilitate trade in live animals and animal products between the Community and New Zealand by establishing a mechanism for the recognition of equivalence of sanitary measures maintained by the two Parties consistent with the protection of public and animal health, and to improve communication and cooperation on sanitary measures.

Article 2

General provisions

The provisions set out in this Agreement shall apply in respect of trade between the Community and New Zealand in live animals and animal products.

The jointly determined arrangements for the application of this Agreement by the Parties are set out in the Annexes.

Article 3

Multilateral obligations

Nothing in this Agreement or the Annexes shall limit the rights or obligations of the Parties pursuant to the Agreement establishing the World Trade Organization and its Annexes, and in particular the SPS Agreement.

Article 4

Scope

1. The scope of this Agreement shall be limited initially to the sanitary measures applied by either Party to the live animals and animal products listed in Annex I, except as provided for in paragraphs 2 and 3.

2. Unless otherwise specified under the provisions set out in the Annexes to this Agreement and without prejudice to Article 11, this Agreement shall not apply to sanitary measures related to food additives (all food additives and colours), sanitary stamps, processing aids, flavours, irradiation (ionization), contaminants (including microbiological standards), transport, chemicals originating from the migration

of substances from packaging materials, labelling of foodstuffs, nutritional labelling, medicated feeds and premixes.

3. The Parties may also agree to apply the principles of this Agreement to address veterinary issues other than sanitary measures applicable to trade in live animals and animal products.

4. The Parties may agree to modify this Agreement in the future, to extend the scope to other sanitary or phytosanitary measures affecting trade between the Parties.

## Article 5

### Definitions

For the purposes of this Agreement the following definitions shall apply:

(a) live animals and animal products: means the live animals and animal products covered by the provisions listed in Annex I;

(b) sanitary measures: means sanitary measures as defined in Annex A, paragraph 1, of the SPS Agreement falling within the scope of this Agreement;

(c) appropriate level of sanitary protection: means the level of protection as defined in Annex A, paragraph 5, of the SPS Agreement;

(d) region: means 'zones' and 'regions' as defined in the Animal Health Code of the Office international des épizooties;

(e) responsible authorities:

(i) New Zealand - the authorities described in Part A of Annex II;

(ii) European Community - the authorities described in Part B of Annex II.

## Article 6

### Adaptation to regional conditions

1. The Parties recognize for trade between them regional freedom from the animal diseases specified in Annex III.

2. Where one of the Parties considers that it has a special status with respect to a specific disease, it may request recognition of this status. The Party concerned may also request additional guarantees in respect of imports of live animals and animal products appropriate to the agreed status. The guarantees for specific diseases shall be specified in Annex V.

3. Without prejudice to paragraph 2, the importing Party shall recognize regionalization decisions taken in accordance with criteria as defined in Annex IV as the basis for trade from a Party within which an area is affected by one or more of the diseases listed in Annex III.

## Article 7

### Equivalence

1. The recognition of equivalence requires an assessment and acceptance of:

- the legislation, standards and procedures, as well as the programmes in place to allow control and to ensure domestic and importing countries' requirements are met,
- the documented structure of the relevant responsible authority(ies), their powers, their chain of command, their modus operandi and the resources available to them,
- the performance of the relevant responsible authority in relation to the control programme and assurances.

In this assessment, the Parties shall take account of experience already acquired.

2. Equivalence shall be applied in relation to sanitary measures for live animal or animal product sectors, or parts of sectors, in relation to legislation, inspection and control systems, parts of systems, or in relation to specific legislation, inspection and/or hygiene requirements.

## Article 8

### Determination of equivalence

1. In reaching a determination of whether a sanitary measure applied by an exporting Party achieves the importing Party's appropriate level of sanitary protection, the Parties shall follow a process that includes

the following steps:

- (i) the identification of the sanitary measure(s) for which recognition of equivalence is sought;
- (ii) the explanation by the importing Party of the objective of its sanitary measure(s), including an assessment, as appropriate to the circumstances, of the risk, or risks, that the sanitary measure(s) is intended to address, and identification by the importing Party of its appropriate level of sanitary protection;
- (iii) the demonstration by the exporting Party that its sanitary measure(s) achieves the importing Party's appropriate level of sanitary protection;
- (iv) the determination by the importing Party of whether the exporting Party's sanitary measure(s) achieves its appropriate level of sanitary protection;
- (v) the importing Party shall accept the sanitary measure(s) of the exporting Party as equivalent if the exporting Party objectively demonstrates that its measure(s) achieves the importing Party's appropriate level of protection.

2. Where equivalence has not been recognized, trade may take place under the conditions required by the importing Party to meet its appropriate level of protection as set out in Annex V. The exporting Party may agree to meet the importing Party's conditions, without prejudice to the result of the process set out in paragraph 1.

## Article 9

### Recognition of sanitary measures

1. Annex V lists those sectors, or parts of sectors, for which, at the date of entry into force of this Agreement, the respective sanitary measures are recognized as equivalent for trade purposes. The Parties shall take the necessary legislative/administrative actions to implement recognition of equivalence to allow trade on that basis within three months.
2. Annex V also lists those sectors, or parts of sectors, for which the Parties apply differing sanitary measures and have not concluded the assessment provided for in Article 7. Based on the process described in Articles 7 and 8, the actions set out in Annex V shall be taken to enable the assessment to be completed by the indicative dates indicated therein. The Parties shall take the necessary legislative/administrative actions to implement recognition of equivalence within three months of the date of recognition. Pending recognition, trade shall take place under the conditions set out in Annex V.
3. Each consignment of live animals or animal products for which equivalence has been recognized presented for import will be accompanied, unless not required, by an official health certificate, the model attestation for which is prescribed in Annex VII. The Parties may jointly determine principles or guidelines for certification. Any such principles shall be included in Annex VII.

## Article 10

### Verification

1. To maintain confidence in the effective implementation of the provisions of this Agreement, each Party shall have the right to carry out audit and verification procedures of the exporting Party, which may include:
  - (a) an assessment of all or part of the responsible authorities' total control programme, including, where appropriate, reviews of the inspection and audit programmes; and
  - (b) on-the-spot checks.These procedures shall be carried out in accordance with the provisions of Annex VI.
2. Each Party shall also have the right to carry out frontier checks on consignments on importation, the results of which form part of the verification process.
3. For the Community:
  - the Community shall carry out the audit and verification procedures provided for in paragraph 1,
  - the Member States shall carry out the frontier checks provided for in paragraph 2.
4. For New Zealand, the New Zealand authorities shall carry out the audit and verification procedures and frontier checks provided for in paragraphs 1 and 2.
5. On the mutual consent of the Parties to this Agreement, either Party may:
  - (a) share the results and conclusions of its audit and verification procedures and frontier checks with countries that are not parties to this Agreement, or

(b) use the results and conclusions of the audit and verification procedures and frontier checks of countries that are not parties to this Agreement.

## Article 11

### Frontier checks and inspection fees

1. The frequencies of frontier checks, as referred to in Article 10 (2), on imported live animals and animal products shall be as set out in Annex VIII A. The Parties may amend the frequencies, within their responsibilities, as appropriate as a result of progress made in accordance with Annex V and Annex IX, or as a result of other actions or consultations provided for in this Agreement.
2. The physical checks applied shall be based on the risk associated with such importations.
3. In the event that the checks reveal non-conformity with the relevant standards and/or requirements, the action taken by the importing Party should be based on an assessment of the risk involved. Wherever possible, the importer or his representative shall be given access to the consignment and the opportunity to contribute any relevant information to assist the importing Party in taking a final decision.
4. Inspection fees may be collected for the costs incurred in frontier checks. Provisions in relation to inspection fees are prescribed in Annex VIII B.

## Article 12

### Notification

1. The Parties shall notify each other of:
  - significant changes in health status such as the presence and evolution of diseases in Annex III within 24 hours,
  - findings of epidemiological importance with respect to diseases which are not in Annex III or new diseases without delay,
  - any additional measures beyond the basic requirements of their respective sanitary measures taken to control or eradicate animal disease or protect public health, and any changes in preventive policies, including vaccination policies.
2. The notifications referred to in paragraph 1 shall be made in writing to the contact points established in accordance with Article 15 (4).
3. In cases of serious and immediate concern with respect to public/animal health, oral notification shall be made to the contact points established in accordance with Article 15 (4), and written confirmation should follow within 24 hours.
4. Where either Party has serious concerns regarding a risk to animal or public health, consultations regarding the situation shall, on request, take place as soon as possible, and in any case within 14 days. Each Party shall endeavour in such situations to provide all the information necessary to avoid a disruption in trade, and to reach a mutually acceptable solution.

## Article 13

### Safeguard clause

Without prejudice to Article 12, and in particular paragraph 4, either Party may, on serious public or animal health grounds, take provisional measures necessary for the protection of public or animal health. These measures shall be notified within 24 hours to the other Party and, on request, consultations regarding the situation shall be held within 14 days. The Parties shall take due account of any information provided through such consultations.

## Article 14

The principles of this Agreement shall also be applied to address outstanding issues falling within its scope affecting trade between the Parties in live animals and animal products as listed in Annex IX. Modifications shall be made to this Annex and, as appropriate, the other Annexes, to take account of progress made and new issues identified.

## Article 15

#### Information exchange and submission of scientific research and data

1. The Parties shall exchange information relevant to the implementation of this Agreement on a uniform and systematic basis, to provide assurance, engender mutual confidence and demonstrate the efficacy of the programmes controlled. Where appropriate, achievement of these objectives may be enhanced by exchanges of officials.
2. The information exchange on changes in their respective sanitary measures, and other relevant information, shall include:
  - opportunity to consider proposals for changes in regulatory standards or requirements which may affect this Agreement in advance of their finalization. Where either Party considers it necessary, proposals may be dealt with in accordance with Article 16 (3),
  - briefing on current developments affecting trade in live animals and animal products,
  - information on the results of the verification procedures provided for in Article 10.
3. The Parties shall provide for the submission of scientific papers or data to the relevant scientific forums to substantiate their views/claims. Such evidence shall be evaluated by the relevant scientific forums in a timely manner, and the results of that examination shall be made available to both Parties.
4. The contact points for this exchange of information are set out in Annex X.

#### Article 16

##### Joint management committee

1. A joint management committee (hereinafter referred to as 'the Committee') consisting of representatives of the Parties shall be established, which shall consider any matters relating to the Agreement and shall examine all matters which may arise in relation to its implementation. The Committee shall meet within one year of the entry into force of this Agreement, and at least annually thereafter. The Committee may also address issues out of session by correspondence.
2. The Committee shall, at least once a year, review the Annexes to this Agreement, notably in the light of progress made under the consultations provided for under this Agreement. Modifications to the Annexes will be jointly determined.
3. The Parties may agree to establish technical working groups consisting of expert-level representatives of the Parties, which shall identify and address technical and scientific issues arising from this Agreement.  
When additional expertise is needed, the Parties may also establish ad hoc technical or scientific working groups, whose membership need not be restricted to representatives of the Parties.

#### Article 17

##### Territorial application

The territorial application of this Agreement shall be as follows:

- (a) the Community: to the territories in which the Treaty establishing the European Community is applied and under the conditions laid down in that Treaty;
- (b) New Zealand: to all territorial areas of New Zealand. However this Agreement shall not apply to Tokelau.

#### Article 18

##### Final provisions

1. This Agreement shall be approved by the Parties in accordance with their respective procedures. This Agreement shall enter into force on the first day of the month following the date on which the Parties notify each other in writing that the procedures mentioned in the preceding subparagraph have been completed.
2. Each Party shall implement the commitments and obligations arising from this Agreement in accordance with its internal procedures.
3. Either Party may, at any time, propose amendments to this Agreement. Any agreed amendments shall enter into force on the first day of the month following the date on which the Parties notify each other in writing that their respective internal procedures for the approval of amendments have been completed.
4. Either Party may denounce this Agreement by giving at least six months' notice in writing. In such an

event, the Agreement shall come to an end on the expiry of the period of notice.

5. This Agreement shall be drawn up in two copies in the English language, each of these texts being equally authentic.

Done at Brussels, this seventeenth day of December in the year one thousand nine hundred and ninety-six.  
For the European Community  
For New Zealand

ANNEX I  
TABLE missing

ANNEX II

RESPONSIBLE AUTHORITIES

PART A New Zealand

Control in sanitary issues and veterinary affairs is shared between the Ministry of Agriculture and the Ministry of Health. In this respect the following applies:

- in terms of exports to the Community the Ministry of Agriculture is responsible for health certification attesting to the agreed veterinary standards and requirements,
- in terms of imports, the Ministry of Agriculture is responsible for animal health quarantine issues while the Ministry of Health is responsible for food safety standards and requirements.

In respect of this Agreement the Ministry of Agriculture shall act for the Ministry of Health.

PART B European Community

Control is shared between the national services in the individual Member States and the European Commission. In this respect the following applies:

- in terms of exports to New Zealand, the Member States are responsible for control of the production circumstances and requirements, including statutory inspections and issuing health certification attesting to the agreed standards and requirements,
- the European Commission is responsible for overall coordination, inspections/audits of inspection systems and the necessary legislative action to ensure uniform application of standards and requirements within the single European Market.

ANNEX III

DISEASES FOR WHICH REGIONALIZATION DECISIONS CAN BE TAKEN

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Asterisks for SVD, ND, AI, CSF, have been removed by New Zealand although special trade conditions for these diseases may remain in the interim - refer to Annex V for specific details.

ANNEX IV

REGIONALIZATION AND ZONING

The Parties have jointly determined that the following forms the basis for regionalization decisions for the diseases listed in accordance with Annex III. Each Party will recognize regionalization decisions taken in accordance with the standard contained within this Annex.

In assessing risk from a given proposed importation of animals or animal products, three sets of factors may be considered:

1. Source risk factors
2. Commodity risk factors
3. Destination risk factors

Source risk factors

The primary determinant of the risk of importing disease is the status of the country of origin in respect of the disease in question. However, declarations of disease freedom must be backed up by effective

surveillance programmes.

The overriding consideration in this context, therefore, is the quality of the veterinary infrastructure. No other factors can be assessed without full confidence in the veterinary administration. In particular, their ability to detect and control an outbreak of disease and to provide meaningful certification is crucial.

The ability to detect the presence of disease depends on the surveillance carried out. This surveillance can be active, passive, or both.

Active surveillance implies definitive action intended to identify the presence of disease, such as systematic clinical inspections, ante- and post-mortem examination, serology on farm or in abattoir, referral of pathological material for laboratory diagnosis, sentinel animals.

Passive surveillance means that the disease must be compulsorily notifiable, and that there must be a sufficiently high level of supervision of the animals in order to ensure that the disease will be observed quickly and reported as a suspect. There must also be a mechanism for investigation and confirmation, and a high level of awareness of the disease and its symptoms by farmers and vets.

Epidemiology-surveillance may be augmented by voluntary and compulsory herd/flock health programmes, particularly those which ensure a regular veterinary presence on the farm.

Other factors to be considered include:

- disease history,
- vaccination history,
- controls on movements into the zone, out of the zone and within the zone,
- animal identification and recording,
- presence of disease in adjacent areas,
- physical barriers between zones of differing status,
- meteorological conditions,
- use of buffer zones (with or without vaccination),
- presence of vectors and/or reservoirs,
- active control and eradication programmes (where appropriate),
- ante- and post-mortem inspection system.

On the basis of these factors, a zone may be defined.

The authority with the responsibility for implementing the zoning-policy is in the best position to define and maintain the zone. When there is a high level of confidence in that authority, the decisions it makes can be the basis for trade.

The zones so defined may be assigned a risk category.

Possible categories are:

- low/negligible risk,
- medium risk,
- high risk,
- unknown risk.

Calculation of estimates of risk for, for example live animals may assist in this categorization. Import conditions may then be defined for each category, disease and commodity, individually or in groups.

Low/negligible risk implies that importation may take place based on a simple guarantee of origin.

Medium risk implies that some combination of certification and/or guarantees may be required before or after importation.

High risk implies that importation will only take place under conditions which significantly reduce the risk, for example by additional guarantees, testing or treatment.

Unknown risk implies that imports will only take place if the commodity itself is of very low risk, for example hides, wool, or under the conditions for 'high risk' if the commodity factors warrant.

Commodity risk factors

These include:

- is the disease transmissible by the commodity?
- could the agent be present in the commodity if derived from a healthy and/or clinically affected animal?
- can the predisposing factor be reduced, for example by vaccination?
- what is the likelihood that the commodity has been exposed to infection?
- has the commodity been obtained in such a way as to reduce the risk, for example deboning?
- has the commodity been subjected to a treatment which inactivates the agent?

Appropriate tests and quarantine will reduce the risk.

#### Destination risk factors

- presence of susceptible animals,
- presence of vectors,
- possible vector-free period,
- preventive measures such as waste food feeding and animal waste rendering rules,
- intended use of product, for example petfood, human consumption only.

These factors are inherent in or are under the control of the importing country, and some may therefore be modified to facilitate trade. These may for example include restricted entry conditions, for example animals to be confined to a certain vector-free region until the incubation period has passed, or canalization systems.

However, destination risk factors will also be taken into account by the infected country with respect to the risk presented by movements from the infected part to the free part of its territory.

#### ANNEX V

##### RECOGNITION OF SANITARY MEASURES

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#### ANNEX VI

##### GUIDELINES ON PROCEDURES FOR CONDUCTING AN AUDIT

For the purposes of this appendix 'audit' means assessment of performance.

#### 1. General principles

1.1. Audits should be made in cooperation between the auditing party (the 'auditor') and the audited party, (the 'auditee') in accordance with the provisions set out in this Annex. Checks of establishments or facilities may be made as considered necessary.

1.2. Audits should be designed to check the effectiveness of the controlling authority rather than to reject individual animals, groups of animals, consignments of food or establishments. Where an audit reveals a serious risk to animal or human health, the auditee shall take immediate corrective action. The process can include study of the relevant regulations, method of implementation, assessment of the end result, level of compliance and subsequent corrective actions.

1.3. The frequency of audits should be based on performance. A low level of performance should result in an increased frequency of audit; unsatisfactory performance must be corrected by the auditee to the auditor's satisfaction.

1.4. Audits, and the decisions based on them, shall be made in a transparent and consistent manner.

#### 2. Principles relating to the auditor

Those responsible for conducting the audit should prepare a plan, preferably in accordance with recognized international standards, that covers the following points:

2.1. the subject, depth and scope of the audit;

2.2. the date and place of the audit, along with a timetable up to and including the issue of the final report;

2.3. the language or languages in which the audit will be conducted and the report written;

2.4. the identity of the auditors including, if a team approach is used, the leader. Specialized professional skills may be required to carry out audits of specialized systems and programmes;

2.5. a schedule of meetings with officials and visits to establishments or facilities, as appropriate. The identity of establishments or facilities to be visited need not be stated in advance;

2.6. subject to provisions on freedom of information, respect of commercial confidentiality shall be observed by the auditor. Conflicts of interest must be avoided;

2.7. respect of the rules governing occupational health and safety, and the rights of the operator.

This plan should be reviewed in advance with representatives of the auditee.

#### 3. Principles relating to the auditee

The following principles apply to actions taken by the auditee, in order to facilitate audit.

3.1. The auditee must cooperate fully with the auditor and should nominate personnel responsible for this

task. Cooperation may include, for example:

- access to all relevant regulations and standards,
- access to compliance programmes and appropriate records and documents,
- access to audit and inspection reports,
- documentation concerning corrective actions and sanctions,
- facilitating entry to establishments.

3.2. The auditee must operate a documented programme to demonstrate to third parties that standards are being met on a consistent and uniform basis.

#### 4. Procedures

##### 4.1. Opening meeting

An opening meeting should be held between representatives of both parties. At this meeting the auditor will be responsible for reviewing the audit plan and confirming that adequate resources, documentation, and any other necessary facilities are available for conducting the audit.

##### 4.2. Document review

The document review may consist of a review of the documents and records referred to in paragraph 3.1, the structures and powers of the auditee, and any relevant changes to food inspection and certification systems since the adoption of this Agreement or since the previous audit, with emphasis on the implementation of elements of the system of inspection and certification for animals or products of interest. This may include an examination of relevant inspection and certification records and documents.

##### 4.3. On-site verification

4.3.1. The decision to include this step should be based on a risk assessment, taking into account factors such as the animals or products concerned, the history of conformity with requirements by the industry sector or exporting country, the volume of product produced and imported or exported, changes in infrastructure and the nature of the national inspection and certification systems.

4.3.2. On-site verification may involve visits to production and manufacturing facilities, food-handling or storage areas and control laboratories to check on compliance with the information contained in the documentary material referred to in 4.2.

##### 4.4. Follow-up audit

Where a follow-up audit is being conducted in order to verify the correction of deficiencies, it may be sufficient to examine only those points which have been found to require correction.

#### 5. Working documents

Forms for reporting audit findings and conclusions should be standardized as much as possible in order to make the approach to audit more uniform, transparent and efficient. The working documents may include any checklists of elements to evaluate. Such checklists may cover:

- legislation,
- structure and operations of inspection and certification services,
- establishment details and working procedures,
- health statistics, sampling plans and results,
- compliance action and procedures,
- reporting and complaint procedures,
- training programmes.

#### 6. Closing meeting

A closing meeting must be held between representatives of both parties, including, where appropriate, officials responsible for the national inspection and certification programmes. At this meeting the auditor will present the findings of the audit. The information should be presented in a clear, concise manner so that the conclusions of the audit are clearly understood.

An action plan for correction of any deficiencies noted should be drawn up by the auditee, preferably with target dates for completion.

#### 7. Report

The draft report of the audit shall be forwarded to the auditee as soon as possible. The auditee shall have one month in which to comment on the draft report; any comments made by the auditee shall be included in the final report.

## ANNEX VII

### CERTIFICATION

Official health certificates will cover consignments of live animals and/or animal products being traded between the Parties.

Health attestations:

(a) equivalence agreed - Model health attestation to be used (full equivalence for animal and/or public health). Refer Yes (1) Annex V;

'The (insert live animal or animal product) herein described, comply with the relevant (European Community/New Zealand\*) (animal health/public health\*) standards and requirements which have been recognized as equivalent to the (New Zealand/European Community\*) standards and requirements as prescribed in (European Community/New Zealand Veterinary Agreement (Council Decision 97/132/EC)). Specifically, in accordance with (insert . . . exporting Party's legislation)

\* Delete as appropriate.'

(b) equivalence agreed in principle - minor issues to be resolved. Refer Yes (2), Annex V;

(c) equivalence in form of compliance with importing country's requirements - health attestation to be used in accordance with Annex V. Refer Yes (3), Annex V;

(d) not equivalent - existing certification.

For exports from New Zealand: the official health certificate will be issued in English as well as in one of the languages of the Member State in which the border inspection post is situated where the consignment is presented.

For exports from the European Community: the official health certificate will be issued in the language of the Member State of origin as well as in English.

'The controlling authority shall ensure that official certifying officers are aware of the importing party's health conditions as prescribed in this Agreement and are obliged to certify to these requirements where appropriate.'

## ANNEX VIII

### FRONTIER CHECKS AND INSPECTION FEES

#### A. FRONTIER CHECKS ON CONSIGNMENTS OF LIVE ANIMALS AND ANIMAL PRODUCTS

For the purposes of this Agreement, 'consignment' means a quantity of products of the same type, covered by the same health certificate or document, conveyed by the same means of transport, consigned by a single consignee and originating from the same exporting country or part of such country.

#### B. INSPECTION FEES

##### I. For New Zealand

Ministry of Agriculture

New Zealand's frontier inspection fees are provided for in the Biosecurity (Costs) Regulations 1993.

The fees prescribed for are as follows:

Documentary checks

Inspection of documents: NZ \$ 28,70 per consignment

Physical checks

(a) Animal product consignment inspections: NZ \$ 57,40 per consignment

(b) Live animals

either direct clearance of animal: NZ \$ 28,70 per consignment

or veterinary inspection of animal at transitional (quarantine) facility: NZ \$ 96,10 (per hour)

Ministry of Health

There is no fee collection for routine inspections.

Where safety issues arise, the actual analytical costs are recovered.

##### II. For the Community

Inspection fees will be applied on a standard basis to consignments as follows:

Live animals: ECU 5 per tonne

Animals products: ECU 1,5 per tonne

With a minimum of ECU 30 and a maximum of ECU 350 per consignment, except where the real costs are greater than this maximum

## ANNEX IX

### OUTSTANDING ISSUES

- Provision of electronic access to draft standards.
- Conditions for live animals and animal products transiting through the territories of the Parties to this Agreement.
- Consideration of the inclusion of other species in the manufacture of lards and fats (e.g. poultry).
- Trade conditions for packaged raw petfood intended for direct sale to the consumer.
- Trade conditions for cervine velvet.
- Progress towards implementing export health certificate transfer from controlling authority to controlling authority using the electronic data interchange system (EDI) (utilizing the established UN/Edifact and Sanct protocols).

## ANNEX X

### CONTACT POINTS

For New Zealand  
The Administrator  
MAF Regulatory Authority  
Ministry of Agriculture  
P O Box 2526  
Wellington  
New Zealand

Tel: (64) 4 474 4100

Fax: (64) 4 474 4240

other important contacts:

Chief Veterinary Officer

Tel: (64) 4 474 4100

Fax: (64) 4 474 4240

Chief Meat Veterinary Officer

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Chief Dairy Officer

Tel: (64) 4 474 4100

Fax: (64) 4 474 4240

Food Nutrition Manager

Tel: (64) 4 496 2000

Fax: (64) 4 496 2340

For the European Community

The Director

DG VI.B.II Quality and Health

European Commission

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Brussels

Belgium

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other important contacts:

The Director, Office of Veterinary and Phytosanitary Inspection and Control

Tel: (32) 2 295 3120

Fax: (32) 2 295 7518

The Head of Unit, DG VI.B.II.2 Veterinary and Zootechnical Legislation

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