



Animal Products (Specifications for Products Intended for Human Consumption) Amendment Notice 2013

Pursuant to sections 45 and 167 of the Animal Products Act 1999 and to regulations 5, 6, 21, 22 and 23 of the Animal Products Regulations 2000 I, Matthew Stone, Director Animal and Animal Products, issue the following notice for the purpose of amending the Animal Products (Specifications for Products Intended for Human Consumption) Notice 2004.

Signed at Wellington this xxth day of xx 2013

Matthew Stone
Director Animal and Animal Products,
Ministry for Primary Industries
(Acting under delegated authority)

Certified in order for signature
Solicitor

[Date]

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Notice

Part 1

Preliminary provisions

1 Title and interpretation

- (1) This notice is the Animal Products (Specifications for Products Intended for Human Consumption) Amendment Notice 2013.
- (2) In this notice the Animal Products (Specifications for Products Intended for Human Consumption) Notice 2004 is called the “principal notice”.

2 Commencement

This notice comes into force on [xxx].

Part 2

General amendments to the principal notice

3 General amendments

All references in the principal notice to:

- (a) “the NZFSA” or “MAF”, are replaced with “MPI”.
- (b) “New Zealand Food Safety Authority” and “Ministry of Agriculture and Forestry”, are replaced with “Ministry for Primary Industries”.

Part 3

Amendments to preliminary provisions of the principal notice

4 Amendment to clause 3 (Interpretation)

Clause 3 of the principal notice is amended as follows—

- (1) By inserting the following new definitions in appropriate alphabetical order—

“**bait station** means a rigid, reusable device or container designed or adapted to physically contain baits in such a way as to:

- (a) allow unrestricted access by target pests while preventing or minimising spillage of bait and access to off-target species; and
- (b) protect baits from the elements and extend their usable life”

“**buffer zone** means the land situated between the boundaries of an area of land that has been exposed to poison and an area of land where it is acceptable for animals to be procured, measured as a straight line on a horizontal plane”

“**caution period** is the period of time following an area of land’s exposure to poison within which hunting is not acceptable”

“**NZTM2000** means New Zealand Transverse Mercator 2000”

“**poison use statement** means a statement that describes the poison use status of an area of land signed by a responsible person in respect of that land and which is in the form set out in Schedule 5 ”

“**responsible person** means a person with the relevant knowledge of poison use on an area of land and who is the landowner, manager or some other person with the authority to complete and sign a poison use statement in respect of that area of land”

“**waypoint** means the time and GPS co-ordinates or topographical map grid reference points in NZTM2000 of the kill or capture location”

“**waypoint identifier** means the identification that is applied to the waypoint and the animal carcass so as to link the waypoint to the carcass”

- (2) By deleting from the end of the definition of “certified game estate supplier” the phrase “or licensed game packing house”.
- (3) By revoking the definition of “DoC Pesticide Summary” and replacing it with the following —
- “**DoC Pesticide Summary** means the information published by the Department of Conservation that specifies the poisons used in a particular area for the eradication of pests, available on a website administered by that Department (currently available at <http://www.doc.govt.nz/conservation/threats-and-impacts/animal-pests/pesticide-summaries/>)”
- (4) By revoking the definition of “GIS”, and replacing it with the following —
- “**GIS** (Geographic Information System) is a technology that brings together all types of information based on geographic location for the purpose of query, analysis and generation of maps and reports”
- (5) By revoking the definition of “GPS data”, and replacing it with the following —
- “**GPS data** in relation to hunting, means electronically generated data that includes —
- (a) the date of hunting; and
 - (b) the waypoints; and
 - (c) in the case of ground hunting trips - the GPS coordinates in NZTM2000 and time at both the commencement and completion of hunting; and
 - (d) in the case of helicopter operations - the GPS co-ordinates in NZTM2000, altitude, and time, taken at a maximum of 10 second intervals for —
 - (i) the duration of the flight during which the hunting occurred; and
 - (ii) all flying that occurred for the 24 hour periods immediately prior to and following the hunting”
- (6) By revoking the definition of “Operations Manual” and replacing it with the following:
- “**Operations Manual** means a document provided to the primary processor by a certified supplier or certified game estate supplier containing the information required by clause 43A or 49A, whichever is appropriate.”
- (7) By revoking the definition of “NZFSA” and replacing it with the following:
- “**MPI** means the Ministry for Primary Industries”
- (8) By revoking the definition of “supplier statement” and replacing it with the following:
- “**supplier statement** means any statement set out in Schedule 5, which is signed by a supplier to affirm that certain requirements of these specifications have been met; and

includes certified supplier statement, certified game estate supplier statement, animal status declaration, animal status declaration for pigs”

- (9) By revoking the definition of “maximum permissible level” and replacing it with the following—

“**maximum permissible level (MPL)** means the maximum permissible level at which a substance may be present in animal material or animal product as specified in the Animal Products (Contaminant Specifications) Notice 2008, as that notice may be modified or replaced under section 167 of the Act.”

- (10) By revoking the definition of “maximum residue level” and replacing it with the following —

“**maximum residue limit (MRL)** means the maximum permissible level at which a substance may be present in animal material or animal product, as specified in the New Zealand (Maximum Residue Limits of Agricultural Compounds) Food Standards 2012, as that standard may be modified or replaced under section 11C of the Food Act”

Part 4

Amendments to Part 10 of the principal notice (Supply of animal material)

5 Amendment to clause 37 (Application and commencement of this Part)

Clause 37 of the principal notice is revoked and replaced with the following —

“37 Application of this Part

This Part applies to suppliers of animal material to primary processors who are processing animal material or animal product intended for human consumption, and such suppliers must comply with the provisions of this Part”.

Supply of farmed animals

6 Amendment to clause 40A (Poison use statements)

Clause 40A of the principal notice is revoked.

7 Amendment to clause 42 (Application of clauses 43 to 47)

Clause 42 of the principal notice is revoked and replaced with the following —

“42 Application of clauses 43 to 47

- (1) Clauses 43 to 47 apply to certified suppliers, responsible persons and other persons involved in procuring killed wild mammals for primary processing, who must comply with the requirements of those clauses.
- (2) Clauses and subclauses 43(2) to (11), 43A, 44(1), (2) and (4), 45, 46, 46A and 47(1), (3), (4), (5) and (6) also apply with any necessary modifications to certified suppliers, responsible persons and other persons involved in the capture of live possums for primary processing, who must comply with the requirements of those clauses.”

8 Amendment to clause 43 (Supplier to be certified)

Clause 43 of the principal notice is revoked and replaced with the following —

“43 Supplier to be certified

- (1) All killed wild mammals presented for primary processing must have been hunted, killed, and dressed (as appropriate) by or under the direct supervision of a certified supplier.

- (2) All live possums presented for primary processing must have been captured by or under the direct supervision of a certified supplier.
- (3) To become a certified supplier a person must —
 - (a) sit and pass the relevant test; and
 - (b) pay the prescribed fee, if any; and
 - (c) be certified as a certified supplier by the Director-General.
- (4) In order to continue to be a certified supplier, a person must —
 - (a) sit and pass the relevant test every two years, or at any longer interval provided by the Director-General; and
 - (b) pay the prescribed fee, if any; and
 - (c) maintain, and demonstrate if required by the Director-General, knowledge of the current specific requirements for the supply of wild mammal material into the regulated system.
- (5) The Director-General may at any time, by notice in writing to a certified supplier, suspend certification if the Director-General has reasonable grounds to believe that the performance of the person is unsatisfactory having regard to the competencies required for certification or contravention of, or failure by the certified supplier to comply with, the requirements of this Notice.
- (6) Where the Director-General suspends certification, written notice must be given to the certified supplier, specifying —
 - (a) the reason for the suspension; and
 - (b) the period of the suspension; and
 - (c) the date and time (if applicable) on which it commences; and
 - (d) any conditions or requirements in relation to the suspension; and
 - (e) the opportunity to make a written submission giving reasons why the certification should not be suspended; and
 - (f) the period of time in which a written submission referred to in paragraph (6)(e) must be received by the Director-General.
- (7) While the Director-General considers any written submission received pursuant to paragraph (6)(e), the suspension of certification remains.
- (8) The Director-General may, at any time, by notice in writing to a certified supplier withdraw the supplier's certification if satisfied that the person has contravened, or failed to comply with, any requirement of this Notice that, in the opinion of the Director-General, casts doubt on the person's fitness or competency to undertake the role.
- (9) Where the Director-General withdraws certification, written notice must be given to the certified supplier, specifying —
 - (a) the reason for the withdrawal of certification; and
 - (b) the date and time on which it commences; and
 - (c) the opportunity to make a written submission, giving reasons why the certification should not be withdrawn; and
 - (d) the period of time in which a written submission, referred to in paragraph (9)(c) must be received by the Director-General.

- (10) While the Director-General considers any written submission received pursuant to paragraph (9)(c), the certification is suspended.
- (11) A person whose certification has been withdrawn may re-apply to become a certified supplier and may need to satisfy the Director-General of particular requirements in addition to those listed in subclause (3)."

9 Amendment to clause 43A (Operations Manual)

Clause 43A of the principal notice is revoked and replaced with the following —

"43A Operations Manual

- (1) The certified supplier and primary processor must have an agreed Operations Manual prior to any wild animal material being presented by that certified supplier to that processor.
- (2) The primary processor must ensure the Operations Manual includes —
 - (a) the supplier certification identifier; and
 - (b) the name and contact details of the certified supplier; and
 - (c) identification details of the main vehicles (including aircraft) used in the hunting operation; and
 - (d) the system used to identify carcasses, material or live possums; and
 - (e) the system used to identify the kill or capture location, and where GPS must be used, the method of providing the kill location data using a topographical map in the event of technical failure of the GPS system; and
 - (f) procedures for hygienic dressing, handling, storage and transportation of carcasses and material in accordance with clauses 59 and 60; and
 - (g) identification details of any animal material depots to be used; and
 - (h) specified areas of land in accordance with subclause 46A(2), where appropriate.
- (3) The certified supplier must ensure that the information contained in the Operations Manual is accurate and current.
- (4) The certified supplier must seek the permission of the primary processor to make an amendment to his or her Operations Manual, and whenever possible, this must occur prior to implementing that amendment.
- (5) The certified supplier must operate in accordance with his or her Operations Manual.
- (6) The certified supplier must keep any records generated for 4 years."

10 Amendment to clause 44 (Wild mammal material not to be procured from certain areas)

Clause 44 of the principal notice is revoked and replaced with the following —

"44 Wild mammal material not to be procured from certain areas

- (1) For the purpose of this clause —
 - (a) the **applicable caution period** means the period in Table 1 that corresponds to the poison used; and
 - (b) the **applicable buffer zone** means a buffer zone of the distance in Table 1 that corresponds to the wild mammal procured and the poison used.

Table 1: Poison Groups, Caution Periods and Buffer Zones for Wild Mammals

Poison Group	1	2	3	4	
Poison	<ul style="list-style-type: none"> • Sodium cyanide • Potassium cyanide • Zinc phosphide • Para-aminopropionone • Sodium nitrite • Cholecalciferol 	<ul style="list-style-type: none"> • Diphacinone • Pindone 	<ul style="list-style-type: none"> • Coumatetralyl • 1080 	<ul style="list-style-type: none"> • Brodifacoum • Difethialone • Bromadiolone • Flocoumafen • Difenacoum 	
Caution Period (All species)	1 month	2 months	4 months	3 years	
Buffer Zone	Rabbits	0 m	200 m	200 m	
	Hares, thar, wallabies, possum	0 m	1 km	1 km	
	Pigs, goats, chamois	0 m	2 km	2 km	5 km
	Deer	0 m	2 km	2 km	2 km
	Other species	0 m	2 km	2 km	5 km

Processing prohibition

- (2) A certified supplier must not present for primary processing any wild mammal material that –
- (a) the certified supplier has reason to believe would exceed any MRL or MPL; or
 - (b) subject to subclause (3), has been procured from land –
 - (i) on which any poison listed in Table 1 has been used (in this clause, “poisoned land”); or
 - (ii) within the applicable buffer zone of an area of land on which any poison listed in Table 1 has been used (in this clause, “buffer zone land”),
 unless the animal was procured from that land after the applicable caution period listed in Table 1 has elapsed.
- (3) Paragraph (2)(b) does not apply in respect of any –
- (a) poisons used solely in –
 - (i) bait stations that were correctly situated and used; or
 - (ii) buildings that could not be accessed by the applicable animal; or
 - (b) area of buffer zone land from which the animal could not have accessed the poisoned land, due to impassable geographical features (such as rivers, sea, cliffs or steep ravines),
 provided –
 - (c) the responsible person completing the poison use statement reasonably believes that any poison used was not or was not likely to have been accessed by the applicable animal; and

- (d) this subclause does not exclude the application of paragraph (2)(b) in respect of –
 - (i) any group 4 poison listed in Table 1;
 - (ii) pigs; or
 - (iii) possums; or
 - (iv) land administered by the Department of Conservation.
- (4) In addition to the requirements in subclause (2), in the case of possums, the certified supplier must ensure that each possum presented for primary processing was captured live from an area declared vector free from bovine tuberculosis by the Animal Health Board.”

11 Amendment to clause 45 (Poison use statements)

Clause 45 of the principal notice is revoked and replaced with the following —

“45 Statements of poison use

- (1) The certified supplier must obtain a poison use statement from a responsible person, or obtain DoC Pesticide Summaries, in respect of –
 - (a) the land from which the animals were taken; and
 - (b) each property adjacent to the area of land from which the animals were taken, where the animals are taken within the following distances of that adjacent property –
 - (i) 200 m for rabbits; and
 - (ii) 1 km for hares, possums, wallabies and thar; and
 - (iii) 5 km for goats, chamois and pigs; and
 - (iv) 2 km for deer; and
 - (v) 5 km for other species of wild mammal.
- (2) The certified supplier must provide the primary processor with all poison use statements and DoC Pesticide Summaries required to be obtained under subclause 45(1).
- (3) A poison use statement must —
 - (a) be in the form set out in Schedule 5; and
 - (b) be completed and signed by the responsible person.
- (4) A poison use statement is valid for 3 months from the date of signing by the responsible person.
- (5) The responsible person must notify the certified supplier immediately if he or she becomes aware of any information in the poison use statement that requires amendment.”

12 Amendment to clause 46 (Certified supplier statement)

Clause 46 of the principal notice is revoked and replaced with the following —

“46 Certified supplier statement

- (1) The certified supplier must provide the primary processor with a certified supplier statement that complies with subclause (2) on presentation of wild animal material for primary processing.
- (2) The certified supplier statement must be —
 - (a) in the form set out in Schedule 5; and

- (b) completed accurately and truthfully and signed by the certified supplier who directly supervised or carried out the hunting, killing, and dressing (as appropriate) of the wild mammals or harvest of deer velvet, or the capturing of the live possums.”

13 Amendment to clause 46A (Location of kill or capture)

Clause 46A of the principal notice is revoked and replaced with the following —

“46A Location of kill or capture

- (1) For each mammal submitted for primary processing (other than rabbits, hares, wallabies and live possums) a certified supplier must —
 - (a) use GPS to identify the animal’s kill or capture location; and
 - (b) provide the GPS data to the primary processor.
- (2) Despite subclause (1), a certified supplier is not required to use GPS or submit GPS data where the certified supplier hunts mammals on the ground or from ground conveyances in specified areas of land only and these areas are documented in the certified supplier’s Operations Manual.
- (3) Where a certified supplier is not required to use GPS by virtue of subclause (2), the certified supplier must either —
 - (a) comply with subclause (1) as if that subclause did apply; or
 - (b) provide the primary processor with a topographical map with grid reference points marked that identify the kill location for each animal, or groups of animals in accordance with subclause 47(5), submitted for primary processing.
- (4) For rabbits, hares, wallabies and live possums, the kill or capture location for each animal or groups of animals must be identified using either GPS or by using grid reference points marked on a topographical map.
- (5) Despite subclause (1), where there is a technical failure which prevents the identification of the kill location using GPS —
 - (a) the kill location of each animal must be marked on a topographical map using grid reference points; or
 - (b) all affected carcasses must be tested for poison residues by the processor and found to be acceptable.
- (6) The cause of any technical failure referred to in subclause (5) must be outside the control of the certified supplier and must not result from poor maintenance or lack of knowledge of the GPS equipment.”

14 Amendment to clause 47 (Recovery and presentation of wild mammal material)

Clause 47 of the principal notice is revoked and replaced with the following —

“47 Recovery and presentation of wild mammal material

- (1) The certified supplier must confirm that the wild mammal showed no visible signs of being sick or dying immediately prior to being killed or captured.
- (2) The certified supplier must confirm that the carcass of the killed wild mammal has no visible signs of disease.
- (3) If the certified supplier is unable to confirm the requirements of subclauses (1) and (2) (as appropriate to the killed wild mammals and live possums) the animal material must not be presented for primary processing.

- (4) The certified supplier must tag or otherwise identify each live possum or wild animal carcass.
- (5) Despite subclause (4), where the certified supplier is permitted to use a topographical map and grid reference points under clause 46A, the certified supplier may tag or otherwise identify groups of live possums or wild hares, rabbits or wallabies where they —
 - (a) are covered by a single poison use statement or DoC Pesticide Summary, as appropriate; and
 - (b) have been taken from areas of land that have the same poisoning status; and
 - (c) have been captured or killed on the same date; and
 - (d) have been captured or killed and dressed by or under the direct supervision of the same certified supplier.
- (6) The tags or identification used under subclauses (4) and (5) must —
 - (a) be recorded by the certified supplier on the supplier statement; and
 - (b) be linked on the supplier statement with the waypoint identifier or identifiers that are applicable to the animal or group of animals.
- (7) Wild animals must not be killed using poisons or other chemical substances.”

15 Amendment to clause 48 (Application of clauses 49 to 54)

Clause 48 of the principal notice is revoked and replaced with the following —

“48 Application of clauses 49 to 54

- (1) Clauses 49 to 54 apply to certified game estate suppliers, responsible persons and other persons involved procuring game estate animals for primary processing, who must comply with the requirements of those clauses.
- (2) Subclause 50(6) also applies to previous owners, managers, or other persons in charge of animals covered by that subclause.”

16 Amendment to clause 49 (Game estate supplier to be certified)

Clause 49 of the principal notice is revoked and replaced with the following —

“49 Game estate supplier to be certified

- (1) All game estate mammals presented for primary processing must have been hunted, killed and dressed (as appropriate), by or under the direct supervision of a certified game estate supplier.
- (2) To become a certified game estate supplier a person must —
 - (a) sit and pass the relevant test; and
 - (b) pay the prescribed fee, if any; and
 - (c) be certified as a certified game estate supplier by the Director-General.
- (3) In order to continue to be a certified game estate supplier, a person must —
 - (a) sit and pass the relevant test every two years, or at any longer interval provided by the Director-General; and
 - (b) pay the prescribed fee, if any; and
 - (c) maintain, and demonstrate if required by the Director-General, knowledge of the current specific requirements for the supply of game estate animal material into the regulated system.

- (4) The Director-General may at any time, by notice in writing to a certified game estate supplier, suspend certification if the Director-General has reasonable grounds to believe that the performance of the person is unsatisfactory having regard to the competencies required for certification or contravention of, or failure by the certified supplier to comply with, the requirements of this Notice.
- (5) Where the Director-General suspends certification, written notice must be given to the certified game estate supplier, specifying —
 - (a) the reason for the suspension; and
 - (b) the period of the suspension; and
 - (c) the date and time (if applicable) on which it commences; and
 - (d) any conditions or requirements in relation to the suspension; and
 - (e) the opportunity to make a written submission giving reasons why the certification should not be suspended; and
 - (f) the period of time in which a written submission referred to in paragraph (5)(e) must be received by the Director-General.
- (6) While the Director-General considers any written submission received pursuant to paragraph (5)(e), the suspension of certification remains.
- (7) The Director-General may, at any time, by notice in writing to a certified game estate supplier withdraw the supplier's certification if satisfied that the person has contravened, or failed to comply with, any requirement of this Notice that in the opinion of the Director-General casts doubt on the person's fitness or competency to undertake the role.
- (8) Where the Director-General withdraws certification, written notice must be given to the game estate supplier, specifying —
 - (a) the reason for the withdrawal of certification; and
 - (b) the date and time on which it commences; and
 - (c) the opportunity to make a written submission, giving reasons why the certification should not be withdrawn; and
 - (d) the period of time in which a written submission, referred to in paragraph (8)(c) must be received by the Director-General.
- (9) While the Director-General considers any written submission received pursuant to paragraph (8)(c), the certification is suspended.
- (10) A person whose certification has been withdrawn may re-apply to become a certified game estate supplier and may need to satisfy the Director-General of particular requirements in addition to those listed in subclause (2)."

17 Amendment to clause 49A (Operations Manual)

Clause 49A of the principal notice is revoked and replaced with the following —

"49A Operations Manual

- (1) The certified game estate supplier and primary processor must have an agreed Operations Manual prior to any animal material being presented by that certified game estate supplier to that processor.
- (2) The primary processor must ensure that the Operations Manual includes —
 - (a) the game estate supplier certification identifier; and
 - (b) the name and contact details of the certified game estate supplier; and

- (c) the game estates to be hunted; and
 - (d) identification details of the main vehicles (including aircraft) used in the hunting operation; and
 - (e) the system to be used to identify carcasses; and
 - (f) the system to be used to identify kill location; and
 - (g) procedures for hygienic dressing, handling, storage and transportation of carcasses in accordance with clauses 59 and 60; and
 - (h) identification details of any animal material depots to be used.
- (3) The certified game estate supplier must ensure that the information contained in the Operations Manual is accurate and current.
- (4) The certified game estate supplier must seek the permission of the primary processor to make an amendment to his or her Operations Manual, and whenever possible, this must occur prior to implementing that amendment.
- (5) The certified game estate supplier must operate in accordance with his or her Operations Manual.
- (6) The certified game estate supplier must keep any records generated for 4 years.”

18 Amendment to clause 50 (Eligibility of game estate animals for presentation)

Clause 50 of the principal notice is revoked and replaced with the following —

“50 Eligibility of game estate animals for presentation

- (1) Certified game estate suppliers must not present animal material from a game estate if it is not of a species or type permitted under the notice issued under sections 65B and 167(1)(la) of the Act called the “Notice of Animals to be Treated as Game Estate Animals” dated 26 May 2003 as may be amended from time to time or any notice made that replaces that notice.
- (2) A certified game estate supplier may only present game estate deer carcasses for primary processing if they have been procured from a game estate where the deer have been fully confined within the game estate by secure fencing or geographical features such as the sea, cliffs, or steep ravines.
- (3) A certified game estate supplier may only present to a primary processor, game estate pigs and wallabies obtained from another person in charge if those animals have been on the game estate for more than 63 days.
- (4) A certified game estate supplier may only present to a primary processor, game estate deer, goats, thar, chamois and water buffalo obtained from another person in charge if those animals have been on the game estate for more than 91 days.
- (5) Despite subclauses (3) and (4), where a game estate supplier has game estate animals which have not been on that supplier’s game estate for the relevant periods of time stated in subclauses (3) or (4), such animal material may be presented to a primary processor if —
- (a) the certified game estate supplier is able to determine the veterinary medicine treatment status from the previous person in charge of those animals; and
 - (b) the relevant withholding period for any veterinary medicine for the animal has passed; and
 - (c) the certified game estate supplier complies with the applicable provisions of this Part.
- (6) The previous person in charge of those animals must supply the information requested under subclause (5) fully and truthfully.

- (7) If any certified game estate supplier has reason to believe that the animal material would exceed any MRL or MPL, that supplier must not present the animal material for primary processing.”

19 Amendment to clause 51 (Game estate animals not to be procured from certain areas)

Clause 51 of the principal notice is revoked and replaced with the following —

“51 Game estate animals not to be procured from certain areas

- (1) For the purpose of this clause:
- (a) the **applicable caution period** means the period in Table 2 that corresponds to the poison used; and
- (b) the **applicable buffer zone** means a buffer zone of the distance in Table 2 that corresponds to the game estate animal procured and the poison used.

Table 2: Poison Groups, Caution Periods and Buffer Zones for Game Estate Animals

Poison Group	1	2	3	4
Poison	<ul style="list-style-type: none"> • Sodium cyanide • Potassium cyanide • Zinc phosphide • Para-aminopropiophenone • Sodium nitrite • Cholecalciferol 	<ul style="list-style-type: none"> • Diphacinone • Pindone 	<ul style="list-style-type: none"> • Coumatetralyl • 1080 	<ul style="list-style-type: none"> • Brodifacoum • Difethialone • Bromadiolone • Flocoumafen • Difenacoum
Caution Period (All species)	1 month	2 months	4 months	3 years
Buffer Zone	Wallabies, thar	0 m	1 km	1 km
	Pigs, goats, chamois	0 m	2 km	2 km
	Deer, water buffalo	0 m	2 km	2 km

Processing prohibition

- (2) A certified game estate supplier must not present for primary processing any game estate material that –
- (a) the certified game estate supplier has reason to believe would exceed any MRL or MPL; or
- (b) subject to subclause (3), has been procured from land –
- (i) on which any poison listed in Table 2 has been used (in this clause, “poisoned land”); or
- (ii) within the applicable buffer zone of an area of land on which any poison listed in Table 2 has been used (in this clause, “buffer zone land”),
- unless the animal was procured from that land after the applicable caution period listed in Table 2 has elapsed.
- (3) Paragraph (2)(b) does not apply in respect of any –

- (a) poisons used on land, other than land administered by the Department of Conservation, solely in –
 - (i) bait stations that were correctly situated and used; or
 - (ii) buildings that could not be accessed by the applicable animal; or
- (b) area of buffer zone land from which the animal could not have accessed the poisoned land, due to impassable geographical features (such as rivers, sea, cliffs or steep ravines),
provided –
- (c) the responsible person completing the poison use statement reasonably believes that any poison used was not or was not likely to have been accessed by the applicable animal; and
- (d) this subclause does not exclude the application of paragraph (2)(b) in respect of –
 - (i) any group 4 poison listed in Table 2;
 - (ii) pigs; or
 - (iii) land administered by the Department of Conservation.”

20 Amendment to clause 52 (Poison use statements)

Clause 52 of the principal notice is revoked and replaced with the following —

“52 Statements of poison use

- (1) If mammal movement is fully confined within the game estate, the certified game estate supplier must provide the primary processor with a poison use statement that describes the poison use status for each area of land from which the mammals are taken.
- (2) If mammal movement is not fully confined within the game estate, the certified game estate supplier must provide the primary processor with a poison use statement or DoC Pesticide Summary in respect of —
 - (a) the land from which the mammals were taken; and
 - (b) each property adjacent to the area of land from which the animals were taken, where the animals are taken within the following distances of that adjacent property –
 - (i) 1 km for wallabies and tahr; and
 - (ii) 5 km for goats, chamois and pigs; and
 - (iii) 2 km for deer and waterbuffalo.
- (3) The certified game estate supplier must provide the primary processor with all poison use statements and DoC Pesticide Summaries required to be obtained under subclauses 52(1) and (2).
- (4) A poison use statement must —
 - (a) be in the form set out in Schedule 5; and
 - (b) be completed and signed by the responsible person.
- (5) A poison use statement is valid for 3 months from the date of signing by the responsible person.
- (6) The responsible person must notify the certified game estate supplier immediately if he or she becomes aware of any information in the poison use statement that requires amendment.”

21 Amendment to clause 53 (Certified game estate supplier statement)

Clause 53 of the principal notice is revoked and replaced with the following —

“53 Certified game estate supplier statement

- (1) The certified game estate supplier must provide the primary processor with a certified game estate supplier statement that complies with subclause (2) on presentation of the animal material to the primary processor.
- (2) The certified game estate supplier statement must be—
 - (a) in the form set out in Schedule 5; and
 - (b) completed accurately and truthfully and signed by the certified game estate supplier who directly supervised or carried out the hunting, killing, and dressing (as appropriate) of the game estate mammals.”

22 Amendment to clause 53A (Location of kill)

Clause 53A of the principal notice is revoked and replaced with the following —

“53A Location of kill

The certified game estate supplier must identify the kill location for each animal, or in the case of wallabies groups of animals, submitted for primary processing using a topographical map with the grid reference points marked, or GPS data.”

23 Amendment to clause 54 (Recovery and presentation of game estate mammal material)

Clause 54 of the principal notice is revoked and replaced with the following —

“54 Recovery and presentation of game estate mammal material

- (1) The certified game estate supplier must confirm that the game estate animals showed no visible signs of being sick or dying immediately prior to being killed.
- (2) The certified game estate supplier must confirm that the carcass of the animal had no visible signs of disease.
- (3) If the certified game estate supplier is unable to confirm the requirements of subclauses (1) and (2) the animal material must not be presented for primary processing.
- (4) The certified game estate supplier must tag or otherwise identify each carcass.
- (5) Despite subclause (4) the certified game estate supplier may tag or otherwise identify groups of carcasses where the animals —
 - (a) are covered by a single poison use statement or DoC Pesticide Summary, as appropriate; and
 - (b) have been taken from areas of land that have the same poisoning status; and
 - (c) have been killed on the same date; and
 - (d) have been hunted, killed and dressed by or under the direct supervision of the same certified game estate supplier.
- (6) The tags or other identification used under subclauses (4) and (5) must —
 - (a) be recorded by the certified game estate supplier on the game estate supplier statement; and
 - (b) be linked on the game estate supplier statement with the waypoint identifier or identifiers that are applicable to the animal or group of animals.

- (7) Game estate animals must not be killed using poisons or other chemical substances.
- (8) If the animal material supplied to the primary processor is not dressed to the degree specified in clause 59 the head must be attached to the carcass or be positively identified with the carcass.”

24 Amendment to clause 56 (Supply of farmed mammals that have become feral and then been killed)

Clause 56(1)(c) of the principal notice is revoked.

25 Amendment to clause 57 (Recovery and presentation of farmed mammals that have become feral and then been killed)

Clause 57 of the principal notice is revoked and replaced with the following —

“57 Recovery and presentation of farmed mammals that have become feral and then been killed

- (1) A certified supplier or certified game estate supplier must confirm that the —
 - (a) animals showed no visible signs of being sick or dying immediately prior to being killed; and
 - (b) mammal carcasses had no visible signs of disease;prior to presenting for processing.
- (2) If the certified supplier or certified game estate supplier is unable to confirm the requirements of subclause (1) the mammal material must not be presented for primary processing.
- (3) The supplier must tag or otherwise identify each carcass.
- (4) Animals must not be killed using poisons or other chemical substances.
- (5) If a supplier has reason to believe that the animal material would exceed any MRL or MPL, that supplier must not present the animal material for primary processing.”

26 Amendment to clause 58 (Application of clauses 59 and 60)

Clause 58 of the principal notice is revoked and replaced with the following —

“58 Application of clauses 59 and 60

Clauses 59 and 60 apply to suppliers of killed wild mammals, killed game estate mammals and farmed mammals that have become feral and then been killed.”

27 Amendment to clause 59 (Handling and dressing)

Paragraph 59(1)(d) of the principal notice is revoked and replaced with the following –

- “(d) for animals other than goats, have the head attached or positively identified with the carcass until post mortem examination has been completed; and”

Part 5

Amendments to Part 12 of the principal notice (Control of primary processing operations)

28 Amendment to clause 68 (Application and commencement of this Part)

Clause 68 of the principal notice is revoked and replaced with the following —

“68 Application and commencement of this Part

This Part applies to risk management programme operators who are processing animal material and animal product for human consumption, and such operators must comply with the provisions of this Part.”

29 Amendment to clause 70 (Reception)

In subclause 70(4) of the principal notice replace “New Zealand Food Safety Authority” with “MPI”

30 Amendment to clause 76 (Chilling and freezing)

Subclause 76(2), of the principal notice is amended by replacing both references to “Table 1” with “Table 3”.

Subclause 76(3) of the principal notice is revoked and replaced with the following —

“(3) Subclause (2) does not apply if the further processing or transportation of the animal material or animal product is documented in a registered risk management programme or approved food safety programme, so that the relevant risk factors are managed.”

31 Amendment to clause 76A (Labelling)

Clause 76A of the principal notice is revoked.

32 Amendment to clause 77A (Operator requirements)

Clause 77A of the principal notice is revoked and replaced with the following —

“77A Operator requirements

- (1) An operator must confirm that a certified supplier’s Operations Manual is adequate to meet the requirements of this Notice —
 - (a) prior to accepting animal material for processing from a certified supplier for the first time; and
 - (b) whenever a certified supplier has made changes to his or her Operations Manual; and
 - (c) at least every two years from the date of first acceptance of the animal material from a certified supplier.
- (2) The operator must —
 - (a) confirm in writing the suitability of the Operations Manual and any amendments that he or she considers to be acceptable; and
 - (b) keep a current copy, including amendments, of acceptable Operations Manuals.
- (3) Where this Notice requires the kill location or capture location to be specified using GPS data, the operator must be able to use the information from the certified supplier together with the GIS system to determine that the animal material is supplied in accordance with the requirements of this Notice.
- (4) The GIS system described in subclause (3) must utilise a topographical map scale that is sufficient to clearly identify the individual waypoint of each animal.
- (5) If a mobile animal material depot is used and the means of cleaning and sanitising the facility is provided by the primary processor, this must be documented in the processor’s risk management programme.”

33 Amendment to clause 78 (Reception)

Clause 78 of the principal notice is revoked and replaced with the following —

“78 Reception

- (1) The operator must —

- (a) confirm that the wild animal material —
 - (i) is covered by a certified supplier statement and that the mammal material identification aligns with that statement; and
 - (ii) was taken from an area of land that is covered by a poison use statement or DoC Pesticide Summary and that the poison use status of the land is such that the wild mammal material is suitable for processing; and
- (b) confirm that the kill or capture location has been identified using GPS data or topographical map grid reference points (as applicable), and use that information to confirm that —
 - (i) the animals were not taken from land on which any poison listed in Table 1 has been used, or the applicable buffer zone described in Table 1 and that all other requirements of clause 44 have been met; and
 - (ii) the supplier has met the time constraints of clause 60; and
- (c) confirm that, if the animal material has passed through an animal material depot, the depot is listed with MPI for that purpose; and
- (d) confirm that, if the animal material has passed through a mobile animal material depot, the evidence from the calibrated automatic temperature recording device, as required by paragraph 65(6)(a) is provided; and
- (e) not accept animal material for processing if any required statement or other documentation is absent or incomplete; and
- (f) not accept animal material for processing if the operator is aware of, or has received, information that would give reasonable grounds to suspect that the information contained within a statement or other documentation received from a certified supplier cannot be relied on; and
- (g) inform MPI within one working day if the situations described in paragraphs (e) or (f) occurs; and
- (h) keep a copy of all documentation received from a certified supplier for a minimum of 4 years; and
- (i) where subclause 46A(5) applies —
 - (i) obtain a corrective action report from the certified supplier which details why the failure occurred and the actions to be taken to prevent recurrence; and
 - (ii) test the carcasses for residues at the following frequencies, where the affected carcasses are intended to be processed for consumption:
 - (A) 1 carcass per day where the daily supply is 20 carcasses or less; and
 - (B) 2 carcasses per day where the daily supply is more than 20 carcasses; and
 - (C) Any other carcasses that are believed to be at risk of containing residues above the MRLs or MPLs as determined by the operator on the basis of information such as the hunting location, poison use in the area, history of the certified supplier and residue test results; and
- (j) ensure that samples taken to meet the requirements of paragraph (i) are taken by a recognised person, official assessor or Animal Products Officer and that the test results are provided to MPI for entry onto the national chemical residues database; and

- (k) ensure that where clause 46A applies the recognised verifier is informed within 5 working days of the certified supplier involved, what has occurred, the corrective action taken or proposed to be taken and the disposition of the product.
- (2) Despite paragraphs (1)(d) and (e), the operator may hold the killed animals and —
 - (a) give the certified supplier an opportunity to produce a completed or replacement certified supplier statement or other required document that clarifies the status of the animal material as suitable for processing to the satisfaction of the operator; if
 - (b) the operator first assesses the condition of the animal material as being likely to remain suitable for processing for the time period involved.
- (3) The operator must document procedures to deal with situations where the documentation received from a certified supplier does not confirm the status of the wild animal material as suitable for processing, taking into consideration the provisions of subclauses (1) and (2).
- (4) An operator must not accept possums for primary processing unless presented alive.
- (5) The operator must verify the contents of supplier statements, poison use statements, and GPS data received from a certified supplier.”

34 Amendment to clause 83 (Chilling and freezing)

Subclause 83(2), of the principal notice is amended by replacing both references to “Table 2” with “Table 4”.

Subclause 83(3) of the principal notice is revoked and replaced with the following —

- “(3) Subclause (2) does not apply if the further processing or transportation of the animal material or animal product is documented in a registered risk management programme or approved food safety programme, so that the relevant risk factors are managed.”

35 Amendment to clause 84 (Application of clauses 84A to 91)

Clause 84 of the principal notice is revoked and replaced with the following —

“84 Application of clauses 84A to 91

Clauses 84A to 91 apply to operators processing killed game estate animals.”

36 Amendment to clause 84A (Operator requirements)

Clause 84A of the principal notice is revoked and replaced with the following —

“84A Operator requirements

- (1) An operator must confirm that a certified game estate supplier’s Operations Manual is adequate to meet the requirements of this notice —
 - (a) prior to accepting animal material for processing from a certified game estate supplier for the first time; and
 - (b) whenever a certified game estate supplier has made changes to his or her Operations Manual; and
 - (c) at least every two years from the date of first acceptance of the animal material from a certified game estate supplier.
- (2) The operator must —
 - (a) confirm in writing the suitability of the Operations Manual and any amendments that he or she considers to be acceptable; and
 - (b) keep a current copy, including amendments, of acceptable Operations Manuals.

- (3) Where the operator agrees to accept GPS data to specify kill location, the operator must be able to use the information from the supplier together with the GIS system to clearly determine that the animal material is supplied in accordance with the requirements of this notice.
- (4) The GIS system described in subclause (3) must utilise a topographical map scale that is sufficient to clearly identify the individual waypoint of each animal.
- (5) If a mobile animal material depot is used and the means of cleaning and sanitising the facility is provided by the primary processor, this must be documented in the processor's risk management programme."

37 Amendment to clause 85 (Reception)

Clause 85 of the principal notice is revoked and replaced with the following —

"85 Reception

- (1) The operator must —
 - (a) confirm that the animal material —
 - (i) is of a species or type of animal that is permitted under the notice issued under sections 65B and 167(1)(la) of the Act called the "Notice of Animals to be Treated as Game Estate Animals" dated 26 May 2003 as may be amended from time to time or any notice that replaces that notice; and
 - (ii) is covered by a certified game estate supplier statement and that the animal material identification aligns with that statement; and
 - (iii) was taken from an area of land that is covered by a poison use statement or DoC Pesticide Summary and the poison use status of the land is such that the animal material is suitable for processing; and
 - (iv) is outside of the withholding period for any treatment with veterinary medicine.
 - (b) confirm that the kill location of any game estate animal material received has been identified using either GPS data or topographical map grid reference points; and
 - (c) confirm that, if the game estate animal material has passed through an animal material depot, the depot is listed with MPI for that purpose; and
 - (d) confirm that, if the animal material has passed through a mobile animal material depot, the evidence from the calibrated automatic temperature recording device, as required by paragraph 65(6)(a) is provided; and
 - (e) not accept animal material for processing if any required statement or other documentation is absent or incomplete; and
 - (f) not accept animal material for processing if the operator is aware of, or has received, information that would give reasonable grounds to suspect that the information contained within a statement or other documentation received from a certified game estate supplier cannot be relied on; and
 - (g) inform MPI within one working day if the situation described in paragraphs (e) or (f) occurs; and
 - (h) keep a copy of all documentation received from a certified game estate supplier for a minimum of 4 years.
- (2) Despite paragraphs (1)(d) and (e), the operator may hold the killed game estate animals and —

- (a) give the certified game estate supplier an opportunity to produce a completed or replacement certified game estate supplier statement or other required document that clarifies the status of the animal material as suitable for processing to the satisfaction of the operator; if
 - (b) the operator first assesses the condition of the game estate animal material as being likely to remain suitable for processing for the time period involved.
- (3) The operator must document procedures to deal with situations where the documentation received from a certified game estate supplier does not confirm the status of the animal material as suitable for processing, taking into consideration the provisions of subclauses (1) and (2).
- (4) The operator must verify the contents of supplier statements, poison use statements, and GPS data received from a certified game estate supplier.”

38 Amendment to clause 90 (Chilling and Freezing)

Subclause 90(2), of the principal notice is amended by replacing both references to “Table 3” with “Table 5”.

Subclause 90(3) of the principal notice is revoked and replaced with the following —

- “(3) Subclause (2) does not apply if the further processing or transportation of the animal material or animal product is documented in a registered risk management programme or approved food safety programme, so that the relevant risk factors are managed.”

39 Amendment to clause 91 (Labelling)

Clause 91 of the principal notice and the Animal Products (Game Estate Products – Animal Product Standards Exemption) Notice 2010 are revoked.

40 Amendment to clause 92 (Application of clauses 93 to 99)

Clause 92 of the principal notice is revoked and replaced with the following —

“92 Application of clauses 93 to 99

Clauses 93 to 99 apply to operators of processing premises who are processing material from animals that were farmed but have become feral, and have been killed as if in the wild.”

41 Amendment to clause 98 (Chilling and Freezing)

Subclause 98(2) of the principal notice is amended by replacing both references to “Table 4” with “Table 6”.

Subclause 98(3) of the principal notice is revoked and replaced with the following —

- “(3) Subclause (2) does not apply if the further processing or transportation of the animal material or animal product is documented in a registered risk management programme or approved food safety programme, so that the relevant risk factors are managed.”

42 Amendment to clause 99 (Labelling)

Clause 99 of the principal notice is revoked.

43 Amendment to clause 104 (Chilling and Freezing)

Subclause 104(2) of the principal notice is amended by replacing both references to “Table 5” with “Table 7”.

Subclause 104(3) of the principal notice is revoked and replaced with the following —

- “(3) Subclause (2) does not apply if the further processing or transportation of the animal material or animal product is documented in a registered risk management programme or approved food safety programme, so that the relevant risk factors are managed.”

44 Amendment to clause 121 (Raw harvested bivalve molluscan shellfish)

Subclause 121(1) of the principal notice is amended by replacing both references to “Table 6” with “Table 8”.

Subclause 121(3) of the principal notice is amended by replacing both references to “Table 7” with “Table 9”.

45 Amendment to clause 128 (Depuration)

Clause 128 of the principal notice is amended by replacing all references to “Table 8” with “Table 10”.

46 Amendment to clause 134 (Depuration process operator verification)

Clause 134 of the principal notice is amended by replacing all references to “Table 8” with “Table 10”.

47 New Schedule 5, Forms and supplier statements

The principal notice is amended by inserting, after Schedule 4, the following new Schedule 5–

“Schedule 5**Supplier statements and forms**

This Schedule sets out the forms that must be used for the purposes of this Notice. The particulars required in these forms are prescribed as the particulars required under this Notice.

The forms in this Schedule may be located and printed on a website administered by MPI.

The forms required under this Notice prior to the commencement of the Animal Products (Specifications for Products Intended for Human Consumption) Amendment Notice 2013, may, for a period of 4 months following the commencement of that amendment notice, be used for the purposes of this Notice instead of the forms in this Schedule.

Issued under sections 45 and 167 of the Animal Products Act 1999 and regulations 5, 6, 21, 22 and 23 of the Animal Products Regulations 2000.

Date of notification in *Gazette*: [XXX]

This notice is administered in the Ministry for Primary Industries.

POISON USE STATEMENT

March 2013

Ministry for Primary Industries
Manatū Ahu Matua



This statement is made for the purposes of clauses 45 and 52 of the Animal Products (Specifications for Products Intended for Human Consumption) Notice 2004.

Responsible Person Name (see note 1): _____

Phone: _____ Email: _____ Fax: _____

Physical address covered by this statement: _____

Farm address (rapid number and road) of land covered by this statement: _____

Detailed description of the physical boundaries of the area of land covered by this statement (see note 2): _____

1. Past Poisoning Activities (see note 3)

- | | Yes | No |
|---|--------------------------|--------------------------|
| 1.1 Group 1 Poisons (Sodium or potassium cyanide, Zinc phosphide, sodium nitrite, cholecalciferol, para-aminopropiophenone). Over the last month to the best of your knowledge have any of these poisons been laid in the area of land covered by this statement? | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.2 Group 2 Poisons (Pindone, diphacinone). Over the last 2 months to the best of your knowledge have any of these poisons been laid in the area of land covered by this statement? | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.3 Group 3 Poisons (1080, coumatetralyl). Over the last 4 months to the best of your knowledge have any of these poisons been laid in the area of land covered by this statement? | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.4 Group 4 Poisons (Brodifacoum, flocumafen, bromadilone, difenacoum, difethialone). Over the last 3 years to the best of your knowledge have any of these poisons been laid in the area of land covered by this statement? | <input type="checkbox"/> | <input type="checkbox"/> |

2. If you answered **yes** to any of questions 1.1 to 1.4, please fill in the details for each poison laid.

Name of poison	Date poison used	Geographic location where each poison laid	Method used to lay poison, e.g. bait bag, bait station, aerial, under farm buildings etc	For Groups 1, 2 and 3 Poisons were the poisons laid so as to be inaccessible to the hunted animals? (see note 4) Yes/No

3. Future Poisoning Activities

- | | Yes | No |
|--|--------------------------|--------------------------|
| 3.1 Do you intend to lay poisons in the area of land covered by this statement within the next 3 months? | <input type="checkbox"/> | <input type="checkbox"/> |
- 3.2 If you answered **yes** to question 3.1, please fill in the details here for each poison laid.

Name of poison	Date poison to be used	Geographic location where each poison to be laid	Method used to lay poison, e.g. bait bag, bait station, aerial, under farm buildings etc	For Groups 1, 2 and 3 Poisons were the poisons laid so as to be inaccessible to the hunted animals? (see note 4) Yes/No

I agree to notify **any changes** to this poison use programme that may occur within the three months from the date of signing to (please print name) _____ for whom this statement is provided.

I affirm that all statements made in this document are true and correct. I am aware that the details provided will be received and retained by the primary processor and may be provided to the Ministry for Primary Industries for the general administration of its functions. I consent to that happening.

Responsible person signature: _____ Date: _____

This statement has effect for 3 months from date of signing, unless replaced. It is an offence under section 127 of the Animal Products Act 1999 to provide false or misleading information in this statement. Under the Privacy Act 1993 you have certain rights of access to and correction of personal information held about you.

Notes:

1. Responsible person

This Statement must be completed by a person with the relevant knowledge of poison use on the land and who is the landowner, manager or some other person with the authority to complete and sign a poison use statement in respect of that land.

2. Area covered

The description of the area and physical boundaries covered by this Statement must be clear. It must include the farm address, if this is different to the physical address. The physical boundaries of the area covered may be defined by attaching a copy of a topographical map using a standard 1:50,000 scale with the boundaries of the property marked.

3. Poisons

The poisons listed are the active substances. These active substances are incorporated into a range of commercial products. If you are unsure of the active substance in poisons used on the land, you may need to look at the product labels or use other sources of information to confirm what these are.

Any poisons used on the land must be listed on the statement regardless of whether they have been applied:

- (a) by aerial drop, bait stations, bait bags, within farm buildings, or any other means; and
- (b) by the responsible person or some other person such as a contractor; or

4. Non-Accessible Poisons

If poisons are not accessible to the hunted animals, the responsible person needs to indicate this in questions 2 and 3.2.

Poisons in groups 1, 2 or 3 (but not group 4) can be treated as not accessible (to all species except pigs and possums) if the poison:

- (a) was used solely bait stations that were correctly situated and used; or
- (b) was used solely buildings that could not be accessed by the animal; or
- (c) could not be accessed by the animals due to impassable geographical features (such as rivers, sea, cliffs or steep ravines).

A "bait station" is a rigid, reusable device or container designed or adapted to physically contain baits in such a way as to:

- (a) allow unrestricted access by target pests while preventing or minimising spillage of bait and access to off-target species; and
- (b) protect baits from the elements and extend their usable life.

If the responsible person has any reason to believe that the poisons could be accessed by the animals, he or she must answer 'no' to the applicable questions.

CERTIFIED SUPPLIER STATEMENT for the Supply of Wild Mammal Material for Human Consumption

Ministry for Primary Industries
Manatū Ahu Matua



March 2013

This statement is made for the purposes of clauses 46 and 61 of the Animal Products (Specifications for Products Intended for Human Consumption) Notice 2004.

Certified supplier name and identification number:	Names of all other hunters involved in this consignment:
Animal material depot or primary processor identifier:	Date of arrival at animal material depot or primary processor:
Number and species of wild mammals/sticks of velvet, in the consignment covered by this statement:	Registration number of any helicopter used for this consignment:

Consignment Details and Poison Use (see note 1):

Unique identifier for each carcass/group of carcasses/deer velvet stick (see note 2)	Waypoint or topographical map identifier(s)	Date and time killed	Date and time subject to refrigeration at animal material depot primary processor	Covered by Poison Use Statement or DoC Pesticide Summary? Tick if yes (✓)

Additional Information:

- | | Yes | No |
|--|--------------------------|--------------------------|
| a. Have these animals been procured in accordance with your Operations Manual? | <input type="checkbox"/> | <input type="checkbox"/> |
| b. To the best of your knowledge, are these animals within the maximum residue limit (MRL) and maximum permissible level (MPL) as defined in note 3? | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Can you confirm that none of the animals accessed poisons, as described in note 4? | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Were the live animals and carcasses free from visible signs of illness or disease? | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Can you confirm, to the best of your knowledge, that these animals have not ingested agricultural chemicals and are outside the withholding period for any veterinary medicines (see note 5)? If no, these animals are not eligible for processing? | <input type="checkbox"/> | <input type="checkbox"/> |
| f. While under your control, have the carcasses been maintained under conditions that minimise contamination and deterioration? | <input type="checkbox"/> | <input type="checkbox"/> |
| g. Has the animal material been frozen? | <input type="checkbox"/> | <input type="checkbox"/> |

Signature:

I affirm that:

- I am the certified supplier who directly supervised or carried out the hunting, killing, and dressing (as appropriate) of the wild animals mammals or harvest of deer velvet; and
- all statements made in this document are true and correct.

I am aware that this Statement will be received and retained by the primary processor and may be provided to the Ministry for Primary Industries for the general administration of its functions. I consent to that happening.

Certified supplier signature: _____

Date: _____

It is an offence under section 127 of the Animal Products Act 1999 to provide false or misleading information in this supplier statement. Under the Privacy Act 1993 you have certain rights of access to and correction of personal information held about you.

Notes:

1. Consignment Details

Use additional signed and dated pages if more space is needed to list the mammal carcasses or velvet sticks in the consignment covered by this Statement.

2. Grouping of hares, rabbits or wallabies for identification purposes

You may tag or otherwise identify *groups* of hare, rabbit or wallaby carcasses where they:

- (i) are covered by a single poison use statement or DoC Pesticide Summary, as appropriate; and
- (ii) have been taken from areas of land that have the same poisoning status; and
- (iii) have been killed on the same date; and
- (iv) have been killed and dressed by or under the direct supervision of the same certified supplier.

The carcasses of all other animals, and all velvet sticks, must be individually tagged or identified.

3. MRL and MPL

MRL means the maximum residue limit at which a substance may be present in animal material or animal product, as specified in the New Zealand (Maximum Residue Limits of Agricultural Compounds) Food Standards 2012, as that standard may be modified or replaced under section 11C of the Food Act.

MPL means the maximum permissible level at which a substance may be present in animal material or animal product as specified in the Animal Products (Contaminant Specifications) Notice 2008, as that notice may be modified or replaced under section 167 of the Animal Products Act.

4. Poison Use

Animals are deemed to have accessed poisons if the animals were procured from land on which any of the following poisons were laid, or within the applicable buffer zones of that land, unless the applicable caution period for that poison has passed between the time the poison was laid and the time the animal was procured. The applicable buffer zones and caution periods for each poison are set out in the following table.

Poison Group	1	2	3	4
Poison	Sodium or potassium cyanide Zinc phosphide Para-aminopropiophenone Sodium nitrite Cholecalciferol	Diphacinone Pindone	Coumatetralyl 1080	Brodifacoum Difethialone Bromadiolone Flocoumafen Difenacoum
Caution Period (All species)	1 month	2 months	4 months	3 years
Buffer Zone	Rabbits	0 m	200 m	200 m
	Hares, thar, wallabies	0 m	1 km	1 km
	Pig, goats, chamois	0 m	2 km	5 km
	Deer and other wild species	0 m	2 km	2 km

Regardless of the above table, the poisons in groups 1, 2 and 3 can be treated as *not* having been accessed by any animals (except pigs and possums) on any land (except land administered by the Department of Conservation) if:

- (a) the poison was used solely in bait stations that were correctly situated and used; or
- (b) the poison was used solely in buildings that could not be accessed by the animal; or
- (c) the animals were procured from an area of the buffer zone from which they could not access the poisoned land, due to impassable geographical features (such as rivers, sea, cliffs or steep ravines).

To avoid doubt, the above exceptions do not apply to:

- (a) wild pigs; and
- (b) poisons in group 4; and
- (c) land administered by DoC.

5. Veterinary Medicines

If you have killed animals and believe they are within a withholding period for a veterinary medicine they must not be submitted for processing. If you do not know the withholding period for a veterinary medicine, the following default periods apply and is the time which must pass before the animals can be killed for processing:—

- 91 days for ruminants such as deer, goats, thar, chamois and water buffalo;
- 63 days for monogastrics and camalids such as pigs and wallabies.

CERTIFIED GAME ESTATE SUPPLIER STATEMENT

for the Supply of Game Estate Mammals for Human Consumption

Ministry for Primary Industries
Manatū Ahu Matua



March 2013

This statement is made for the purposes of clause 53 of the Animal Products (Specifications for Products Intended for Human Consumption) Notice 2004.

Certified game estate supplier name and identification number:	Names of all other hunters involved in this consignment:
Animal material depot or primary processor identifier:	Date of arrival at animal material depot or primary processor:
Number and species of game estate mammals in the consignment covered by this statement:	
Detailed description of the physical boundaries of the area of land covered by this statement:	

Consignment Details and Poison Use (see note 1):

Unique identifier for each carcass/ group of carcasses (see note 2)	Waypoint or topographical map identifier(s)	Date and time killed	Date and time subject to refrigeration at animal material depot or primary processor	Covered by a Poison Use Statement or DoC Pesticide Summary? Tick if yes (✓)

Additional Information:

- | | Yes | No |
|---|--------------------------|--------------------------|
| a. Have these animals been procured in accordance with your Operations Manual? | <input type="checkbox"/> | <input type="checkbox"/> |
| b. To the best of your knowledge, are these animals within the maximum residue limit (MRL) or maximum permissible level (MPL) as defined in note 3? | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Can you confirm that none of the animals accessed poisons, as described in note 4? | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Were the live animals and carcasses free from visible signs of illness or disease? | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Can you confirm, to the best of your knowledge, that these animals have not ingested agricultural chemicals and are outside the withholding period for any veterinary medicines (see note 5)? If you answer "no", these animals are not eligible for processing. | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Can you confirm that, to the best of your knowledge, no deer, goats, water buffalo or thar covered by this statement have been fed ruminant protein in their lifetime? | <input type="checkbox"/> | <input type="checkbox"/> |
| g. While under your control, have the carcasses been maintained under conditions that minimise contamination and deterioration, and not been frozen? | <input type="checkbox"/> | <input type="checkbox"/> |
| h. Can you confirm that none of these animals are under MPI movement controls for residues or any purpose other than Tb? | <input type="checkbox"/> | <input type="checkbox"/> |
| i. What is the Tb status of the game estate deer? Enter the clear or infected status and index number of the game estate mammals. (e.g. C-6 or 1-2) | | |
| j. What is the date of last Tb test of the game estate deer (___/___/___) and was Tb detected? | <input type="checkbox"/> | <input type="checkbox"/> |
| k. Can you confirm that no game estate deer covered by this statement are under Tb movement control? | <input type="checkbox"/> | <input type="checkbox"/> |
| l. Have any deer or goats been vaccinated against Johne's disease in their lifetime (see note 6)? | <input type="checkbox"/> | <input type="checkbox"/> |

Signature:

I affirm that:

- I am the certified game estate supplier who directly supervised or carried out the hunting, killing, and dressing (as appropriate) of the game estate mammals; and
- all statements made in this document are true and correct.

I am aware that this Statement will be received and retained by the primary processor and may be provided to the Ministry for Primary Industries for the general administration of its functions. I consent to that happening.

Certified game estate supplier signature: _____ Date: _____

It is an offence under section 127 of the Animal Products Act 1999 to provide false or misleading information in this supplier statement. Under the Privacy Act 1993 you have certain rights of access to and correction of personal information held about you.

Notes:

1. Consignment Details

Use additional signed and dated pages if more space is need to list the mammal carcasses in the consignment covered by this Statement.

2. Identifying Groups of Wallabies

You may tag or otherwise identify *groups* of wallabies where they:

- (i) are covered by a single poison use statement or DoC Pesticide Summary, as appropriate; and
- (ii) have been taken from areas of land that have the same poisoning status; and
- (iii) have been killed on the same date; and
- (iv) have been hunted, killed and dressed by or under the direct supervision of the same certified game estate supplier.

Otherwise you must tag or otherwise identify *each* individual carcass.

3. MRL and MPL

MRL means the maximum residue limit at which a substance may be present in animal material or animal product, as specified in the New Zealand (Maximum Residue Limits of Agricultural Compounds) Food Standards 2012, as that standard may be modified or replaced under section 11C of the Food Act.

MPL means the maximum permissible level at which a substance may be present in animal material or animal product as specified in the Animal Products (Contaminant Specifications) Notice 2008, as that notice may be modified or replaced under section 167 of the Animal Products Act.

4. Poison Use

Animals are deemed to have accessed poisons if the animals were procured from land on which any of the following poisons were laid, or within the applicable buffer zones of that land, unless the applicable caution period for that poison has passed between the time the poison was laid and the time the animal was procured. The applicable buffer zones and caution periods for each poison are set out in the following table.

Poison Group	1	2	3	4
Poison	Sodium or potassium cyanide Zinc phosphide Para-aminopropiophenone Sodium nitrite Cholecalciferol	Diphacinone Pindone	Coumatetralyl 1080	Brodifacoum Difethialone Bromadiolone Flocoumafen Difenacoum
Caution Period (All species)	1 month	2 months	4 months	3 years
Buffer Zone	Thar, wallabies	0 m	1 km	1 km
	Pig, goats, chamois	0 m	2 km	2 km
	Deer, water buffalo	0 m	2 km	2 km

Regardless of the above table, the poisons in groups 1, 2 and 3 can be treated as not having been accessed by any animals (except pigs and possums) on any land (except land administered by the Department of Conservation) if:

- (a) the poison was used solely in bait stations that were correctly situated and used; or
- (b) the poison was used solely in buildings that could not be accessed by the animal; or
- (c) the animals were procured from an area of the buffer zone from which they could not access the poisoned land, due to impassable geographical features (such as rivers, sea, cliffs or steep ravines).

To avoid doubt, the above exceptions do not apply to:

- (a) pigs; and
- (b) poisons in group 4; and
- (c) land administered by DoC.

5. Veterinary Medicines

If you have killed animals and believe they are within a withholding period for a veterinary medicine they must not be submitted for processing. If you do not know the withholding period for a veterinary medicine, the following default periods apply and is the time which must pass before the animals can be killed for processing:—

- 91 days for ruminants such as deer, goats, thar, chamois and water buffalo;
- 63 days for monogastrics and camalids such as pigs and wallabies.

6. Johne's Disease Vaccination (deer and goats). The Statement must be ticked 'yes' when any of the animals have been vaccinated with Johne's disease vaccination or you believe a previous owner may have vaccinated them.

CERTIFIED SUPPLIER STATEMENT for the Supply of Live Possums for Human Consumption

Ministry for Primary Industries
Manatū Ahu Matua



March 2013

This statement is made for the purposes of clause 46 of the Animal Products (Specifications for Products Intended for Human Consumption) Notice 2004.

Certified supplier name and identification number:	Names of all other hunters involved in this consignment:
Primary processor identifier:	Date of arrival at primary processor:
Number of possums in the consignment covered by this statement:	

Consignment Details and Poison Use (see note 1):

Unique identifier for each possum/group of possums (see note 2)	Waypoint or topographical map identifier for where the possum(s) were captured	Date and time captured	Date and time delivered to primary processor	Covered by Poison Use Statement or DoC Pesticide Summary? Tick if yes (✓)

Additional Information:

	Yes	No
a. Have the possums been procured in accordance with your Operations Manual?	<input type="checkbox"/>	<input type="checkbox"/>
b. To the best of your knowledge, are these animals within the maximum residue limit (MRL) and maximum permissible level (MPL) as specified in note 3?	<input type="checkbox"/>	<input type="checkbox"/>
c. Can you confirm that none of the animals accessed poisons, as described in note 4?	<input type="checkbox"/>	<input type="checkbox"/>
d. Were the possums captured in an area declared vector free of bovine tuberculosis by the Animal Health Board (see note 5)?	<input type="checkbox"/>	<input type="checkbox"/>

Certified Supplier Affirmation:

I affirm that:

- I am the certified supplier who directly supervised or carried out the capturing of the live possums; and*
- all statements made in this document are true and correct.*

I am aware that this Statement will be received and retained by the primary processor and may be provided to the Ministry for Primary Industries for the general administration of its functions. I consent to that happening.

Certified supplier signature: _____ Date: _____

It is an offence under section 127 of the Animal Products Act 1999 to provide false or misleading information in this supplier statement. Under the Privacy Act 1993 you have certain rights of access to and correction of personal information held about you.

Notes:**1. Consignment Details**

Use additional signed and dated pages if more space is need to list the possums in the consignment covered by this Statement.

2. Identification of Groups of Possums

You may tag or otherwise identify *groups* of live possums where they:

- (i) are covered by a single poison use statement or DoC Pesticide Summary; and
- (ii) have been taken from areas of land that have the same poisoning status; and
- (iii) have been captured on the same date; and
- (iv) have been captured by or under the direct supervision of the same certified supplier.

Otherwise you must tag or otherwise identify *each* individual live possum.

3. MRL and MPL

MRL means the maximum residue limit at which a substance may be present in animal material or animal product, as specified in the New Zealand (Maximum Residue Limits of Agricultural Compounds) Food Standards 2012, as that standard may be modified or replaced under section 11C of the Food Act.

MPL means the maximum permissible level at which a substance may be present in animal material or animal product as specified in the Animal Products (Contaminant Specifications) Notice 2008, as that notice may be modified or replaced under section 167 of the Animal Products Act.

4. Poison Use

Possoms are deemed to have accessed poisons if the possums were procured from land on which any of the following poisons were laid, or within the applicable buffer zones of that land, unless the applicable caution period for that poison has passed between the time the poison was laid and the time the possums were procured. The applicable buffer zones and caution periods for each poison are set out in the following table.

Poison Group	1	2	3	4
Poison	Sodium or potassium cyanide Zinc phosphide Para-aminopropiophenone Sodium nitrite Cholecalciferol	Diphacinone Pindone	Coumatetralyl 1080	Brodifacoum Difethialone Bromadiolone Flocoumafen Difenacoum
Caution Period	1 month	2 months	4 months	3 years
Buffer zone	0 m	1 km	1 km	1 km

5. Tb Vector Risk Areas

For the Vector Risk Areas (VRAs) go to the Animal Health Board website at www.tbfree.org.nz. At the date of this form, VRAs were identified at <http://tbfree.org.nz/TB-control-programme/Vector-wild-animal-pest-control/Vector-Risk-Areas-in-NZ-VRAs>.