



28 March 2013

Ref: M110-200

Dear Sir/Madam

Proposed amendment to the Animal Products (Specifications for Products Intended for Human Consumption) Notice 2004

Wild and game estate animals

The requirements around the hunting of wild and game estate animals have been reviewed. The review was carried out as a result of the feedback that the Ministry for Primary Industries (MPI) received from stakeholders, a number of MPI investigations, and following discussions with the Department of Conservation (DoC). The feedback indicated that there are areas of the specification that could be improved on to make the interpretation and application of the specification easier.

The proposed amendments are designed to improve the robustness of the wild and game estate animal procurement system, correct any technical drafting errors in the specifications and remove any references to outdated legislation and implementation dates. For example, the Meat Act is no longer in effect so all references to the Meat Act have been revoked; the New Zealand Food Safety Authority (NZFSA) is now part of the Ministry for Primary Industries (MPI) so all references to NZFSA will change to MPI; and any dates that are no longer applicable have been revoked.

As part of the review process, an assessment of the latest data on caution periods and buffer zones for the poisons used in New Zealand to control the pest population was carried out. It also became clear during the review that there were some difficulties interpreting the requirements around buffer zones and with the collection of GPS data. Changes have been proposed to address these difficulties.

Buffer Zones

To avoid confusion a definition of buffer zones has been inserted into the specification. The buffer zone is the distance from the boundary of the land that has been poisoned to the boundary of the land that is acceptable for hunting. The size of the buffer zone area is based on an animals' ability to roam during the period that poison residues are likely to remain within their systems at unacceptable levels. The buffer zone is measured as a straight line on a horizontal plane or 'as the crow flies'.

Collection of Global Positioning System (GPS) data

The collection of GPS data is one of the essential steps in making sure that hunted mammals meet New Zealand's stringent food safety requirements. The GPS data provides information on a hunting operation and helps confirm that the animals have not been taken from an area where poisons have been laid.

The current requirements in the specification are for the GPS data to include the date of the hunting activity, identify the kill or capture location and time of the kill or capture (waypoint) and the coordinates at the start and finish of the hunting activity. The flight path data points must be recorded at 30 second intervals for the entire flight, including any ferrying runs. The current specifications do not specifically require altitude readings, although this is generally recorded.

The new requirements increase the frequency of GPS recordings and the length of time they are to be recorded: GPS data (including altitude) is to be recorded every 10 seconds for the duration of the hunting activity and then should cover any other flying that occurs 24 hours either side of the hunting activity.

The reasons for these changes are to:

- identify and help close any loopholes to illegal hunting activity. Under the current flight path requirements (recording data points at 30 second intervals) it is possible for a hunter to herd animals out of the buffer zone into a legal kill zone. Meat from animals hunted in this way could contain levels of poison that would make it unacceptable for human consumption;
- make sure that the GPS data provided when animals are submitted for processing is truthful and reliable; and
- improve MPI's ability to conduct a thorough investigation in the event of a suspected contravention. It is believed that 'dummy' hunting expeditions are occasionally carried out to create a flight path data. By providing access to the GPS data either side of a hunting expedition, this would allow MPI to conduct a much more thorough investigation if

required. It should be noted that where a processor has verified the flight path data from a hunting expedition and it raises no concerns, it would not be expected that this extra data be reviewed.

Statements

The certified supplier or certified game estate supplier must provide the primary processor with documentary evidence that they have met the requirements in the Specification. This is achieved through the provision of statements (Certified Supplier Statement, Certified Game Estate Supplier Statement, and Poison Use Statement). Changes have been made to these Statements so that the requirements are clearer, and more technically and legally accurate. The intent of the Statements and the conditions under which they must be provided has remained unchanged.

The period of time that the poison use statement is valid for from the date of signing has been extended from 30 days to 3 months. This means that hunters do not have to get the statements for private land or land not administered by DoC completed quite so frequently. Given these often need to be obtained from several landowners or managers it makes the task easier. It also has the advantage of better aligning with the DoC Pesticide Summary requirements which cover a 4 month period.

The poison use statement now clearly covers any poisons laid in the 3 years prior to the date of signing. This is the caution period for Group 4 poisons (brodifacoum, difethialone, bromadiolone, flocoumafen, difenacoum) which are poisons with the longest persistence in exposed animals. It also requires the people signing the poison use statement (i.e. responsible persons) to inform the suppliers immediately if there is a change to the poison status of the land. This will ensure that it is clear where the responsibility lies and is more legally robust.

The term bait station has been defined so that more reliable information can be provided by the landowners or managers when recording how poisons have been used on private land. Bait stations do not include bait bags.

If bait stations are used to contain certain types of baits (other than those listed above) and they are suitably located out of the reach of the hunted animals, the land on which the poisons are laid would not be considered to be poisoned and the buffer zone restrictions would not apply. However when possums or pigs are the hunted species, buffer zones would always apply regardless of how the poisons have been laid.

Other changes

To be a certified supplier or certified game estate supplier a person must sit and pass a test every two years and pay the prescribed fee. The requirement to sit the test is currently managed administratively but will be moved into the Specification.

Certification can be suspended or withdrawn by the Director-General if the requirements in the Specification are not met. To provide clarity, more detail has been provided in the Specification on the suspension process. When considering a reapplication for certification, the Director-General is now able to specify additional competency requirements.

To make sure that the meat from wild or game estate animals is safe for human consumption there are a number of checks that must be carried out by the certified supplier or game estate supplier and the processor. There is a requirement that an animal's head must be attached to the carcass, or positively identified with the carcass until a post-mortem examination has been completed. This requirement has been modified to exclude goats. If no parts of the goat's head are intended for human consumption these will no longer need to be brought in with the rest of the carcass.

Transition period

It is proposed that the current statements (Certified Supplier, Game Estate Supplier, Landowner Manager Poison Use Statement) will remain in effect for four months following the commencement of the new Amendment. After that time the new statements must be used. It is also proposed that the new requirements will come into effect one month following the commencement of the new Amendment. Once the month has passed all hunters and other certified operators will be required to meet the new requirements. Depending on the nature of the submissions, the new Amendment is expected to be in place approximately 4 months after submissions have been received. This would likely be in August 2013.

If operators have any concerns around the transition period or have a preference for a different transition period this should be noted in their submission.

A draft amendment Notice, including the amended statements, and a more detailed table explaining the reasoning for the proposed amendments are attached. These should be read in conjunction with the current consolidated version of the specifications (dated 2004), available on the MPI website at the following address: <http://www.foodsafety.govt.nz/elibrary/industry/animal-products-specifications-asd/>

Next steps

You are invited to comment on these proposals by Friday the 30th of April 2013. Submitters should include the following information with their submission:

- the name and title of the submitter;
- company name, where applicable;
- address and contact details (phone, fax and e-mail, if available);
- name and title of the clause being commented on where appropriate.

Submissions should be addressed to:

Lisa Olsen, Specialist Adviser (Food Processing)

Standards Group

PO Box 2835, Wellington

Email: lisa.olsen@mpi.govt.nz

All submissions are subject to the Official Information Act 1982. Therefore if you consider that all or part of your submission is commercially sensitive or should be treated as confidential, please state this clearly when making your submission and indicate which of the grounds within the Official Information Act for withholding information you believe applies. MPI will take your request into account when determining whether or not to release information. Please note that any decision by MPI to withhold information is able to be reviewed by the Ombudsman

Yours sincerely

Judy Barker

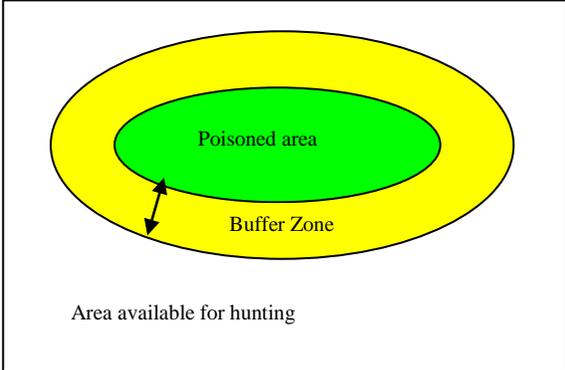
Manager (Animal Products)

Standards Group



Part 2 General amendments to the principle notice		
Clause	Proposed Amendment	Reason
	All references to NZFSA and MAF are replaced with MPI.	The New Zealand Food Safety Authority (NZFSA) and the Ministry of Agriculture and Forestry (MAF) have now merged into the Ministry for Primary Industries (MPI).
Dates	Any dates no longer applicable have been revoked and/or replaced.	Update.
Meat Act 1981	All references to the Meat Act 1981 have been revoked.	Update.
Part 3 Amendments to preliminary provisions of the principle notice		
Definitions	Add or amend the following definitions.	The following additions and changes have been made to the definitions to either clarify, avoid confusion, or to remove doubt. Some amendments have been changed for legal reasons, for example, to align with relevant legislation.
The following definitions have been added.		
Bait station	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.	The term <i>bait station</i> was used in the specification and in the Landowner/manager Poison Use Statement but was not defined. The statement also erroneously referred to “approved bait stations”. The Ministry for Primary Industries (MPI) and the Department of Conservation (DoC) have agreed on the proposed definition. It should also be noted that bait stations are not approved by MPI but need to meet the description in the definition.



<p>Buffer zone</p>	<p>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. This is measured as a straight line on a horizontal plane.</p> 	<p>The term <i>buffer zone</i> is used in the specification and the Poison Use Statement but has not been clearly defined. To avoid confusion a definition will be included in the specification.</p> <p>It is important that suppliers are aware of the meaning of buffer zone and do not take animals from within the zone.</p> <p>The buffer zone is the distance from the boundary of the land that has been poisoned to the boundary of the land that is acceptable for hunting. The size of the buffer zone area is based on an animals' ability to roam during the period that poison residues are likely to remain within their systems at unacceptable levels.</p> <p>There has also been discussion around how the buffer zone should be measured. 'As the crow flies' represents worst case and will be the default method of measurement.</p>
<p>Caution period</p>	<p>Caution period is the period of time following an area of land's exposure to poison within which hunting is not acceptable.</p>	<p>The term <i>caution period</i> is used in the specification and the Poison Use Statement and so for clarity needs to be defined.</p> <p>It is important that suppliers and processors are aware of the meaning of the term and do not accept animals for processing that have been hunted during a caution period.</p> <p>Animals cannot be hunted on areas of land where poisons have been laid (including the buffer zone around that area) for a certain amount of time after the poison has been laid. This is to allow time for a poison residue to deplete to an acceptable level in the event that an animal has consumed poison and has survived.</p> <p>In relation to poison use, land that is outside the caution periods for the poisons listed in the specification (cl 44, cl 51) may be hunted.</p>



NZTM2000	NZTM2000 means New Zealand Transverse Mercator 2000.	<p>The <i>New Zealand Transverse Mercator 2000 (NZTM2000)</i> is the projection that is used for New Zealand's Topo50 1:50,000.</p> <p>For avoidance of doubt, this is the projection that is to be used by hunters when setting up their GPS units.</p> <p>For further information refer to the Land Information NZ website: http://www.linz.govt.nz/geodetic/datums-projections-heights/projections/new-zealand-transverse-mercator-2000</p>
Poison Use Statement	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.	The Poison Use Statement will replace the Landowner/manager Poison Use Statement, and has been defined to better clarify what this refers to.
responsible person	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.	<p>A <i>responsible person</i> is the person with the knowledge to accurately complete the Poison Use Statement for areas of land (other than DoC land), from which wild, game estate, or farmed animals that have gone feral, may be taken for processing within the regulated system.</p> <p>The Poison Use Statements are completed by the <i>responsible person</i> and list any poisons that have been used on the land in question for the previous three years.</p>
way point	way point means the time and GPS co-ordinates or topographical map grid reference points in NZTM2000 of the kill or capture location.	<p>The term <i>waypoint</i> has been used in the specification and its meaning has been added for clarity.</p> <p>It is the point that the animal comes to rest after kill or capture and the location of that point is able to be safely be logged in the GPS unit.</p>
way point identifier	way point identifier means the identification that is applied to the waypoint and the animal carcass so as to link the waypoint to the carcass.	<p>This term has been used in the specification and its meaning has been added for clarity.</p> <p>This is the identification that is used to link the carcass to the location that the animal was taken from.</p>



The following definitions have been amended		
certified game estate supplier	<p>Delete from the end of this definition the reference to “licensed game packing house”.</p> <p>“certified game estate supplier means a person who is certified by the Director-General or by an agency approved for that purpose by the Director-General, as competent to supply killed game estate mammals and farmed mammals that have gone feral and then been killed to a primary processor. or licensed game packing house.”</p>	<p>‘Licensed game packing house’ was a term used under the Meat Act and this regime is no longer in effect.</p>
The following definitions are revoked and replaced.		
DoC Pesticide Summary	<p>Revoke the definition of DoC Pesticide Summary and replace with:</p> <p>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/)</p>	<p>The new definition has been expanded to include the website address where the pesticide summary can be obtained.</p> <p>This will improve ease of use and enhance the legal reference to this document.</p>
GIS (Geographic Information System)	<p>Delete the term “computer” from the definition.</p> <p>“GIS (Geographic Information System) is a computer technology that brings together all types of information based on geographic location for the purpose of query, analysis and generation of maps and reports.”</p>	<p>This will remove an unnecessary term and therefore the limitations that may be placed on the form that the GIS technology may take.</p>



<p>GPS data</p>	<p>Amend the definition of GPS data as follows:</p> <p>“GPS data in relation to hunting, means electronically generated data that includes -</p> <p>(a) the date of hunting; and</p> <p>(b) the waypoints; and</p> <p>(c) in the case of ground hunting trips, the GPS coordinates in NZTM2000 and time at both the commencement and completion of hunting; and</p> <p>(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 -</p> <p>(i) for the duration of the flight during which the hunting occurred; and</p> <p>(ii) all flying that occurred for the 24 hours periods immediately prior to and following the hunting.</p>	<p>Addition of altitude data:</p> <p>When this definition was originally drafted in 2005, MPI considered that GPS data would include altitude. To avoid doubt, altitude will be included in the definition. The provision of altitude data is crucial when reviewing the flight path, as it provides a much clearer indicator of hunting activity.</p> <p>Increased frequency of GPS data collection:</p> <p>GPS data is to be provided every 10 seconds rather than every 30 seconds. Feedback from MPI investigations and DoC indicates that under the longer timeframe it can be difficult to identify illegal activity. Increasing the frequency to every 10 seconds will resolve this difficulty.</p> <p>Flight data recorded every 10 seconds for all flying 24 hours either side of the hunting activity is now required. This is because issues have arisen over the reliability of GPS data provided when animals are submitted for processing. To improve the ability for MPI to conduct a thorough investigation in the event of a suspected transgression, access to this data is necessary. It is likely that unless there is a problem identified with flight path data for the hunting activity, the risk management programme operator will not need to review this data on a routine basis.</p>
<p>operations manual</p>	<p>Revoke and replace the definition of Operations Manual. The reference to ‘game packing house licensee’ is deleted and wording changed slightly:</p> <p>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 and clause 49A, whichever is appropriate.</p>	<p>‘Game packing house licensee’ was a term used under the Meat Act and this regime is no longer in effect.</p> <p>The remainder of the wording of the definition has been amended to avoid the need for the operator to formally approve the manual.</p>



supplier statement	<p>revoke and replace the definition of supplier statement 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, and animal status declaration for pigs.</p>	<p>To simplify the process for regulating supplier statements and clarify where they are located in the specification.</p>
Part 4 Amendments to Part 10 of the principal notice		
Part 10 Supply of animal material		
37 Application and commencement of this Part	<p>Subclauses (1) to (12) are revoked and replaced with the following: 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.</p>	<p>This clause has been condensed to make it easier to refer to.</p> <p>Requirements relating to the format of statements are no longer relevant as the statements have been revised and are now attached as Schedule 5.</p> <p>There are many references to dates that have now passed in this clause. There are also references to the Meat Act regime which is no longer in effect.</p> <p>The intent of the clause - to state the application and commencement of Part 10 - remains unchanged.</p>
Supply of farmed animals and live possums		
40A	Poison Use Statements	
	Delete clause 40A.	<p>This clause required Poison Use Statement to be provided for farmed animals if they had, or may have, wandered onto neighbouring properties within the 3 years prior to their supply to a processor. The information was intended to be used to determine whether any poisons had been laid on land that the animals may have been exposed to.</p> <p>It is proposed that this clause be deleted.</p>



		<p>MPI is using other methods (such as guidance and suspect listing) to deal with occasions where animals may have been exposed to poisons on farmed land.</p> <p>There have also been difficulties in the application of clause 40A such as:</p> <ul style="list-style-type: none"> • level of farmer knowledge that animals have wandered onto neighbouring properties at some stage in the past 3 years; • defining the areas of land that the animals may have accessed and which may not necessarily be on an adjacent property; • defining the area of land that would require a Poison Use Statement • the likelihood that the farmed animals have accessed and consumed those poisons over an unknown period and have residues within their systems.
<p>Supply of killed wild mammals and live possums</p>		
<p>42 Application of clauses 43 to 47</p>	<p>Revoked and replaced. Clause 42 now includes reference to <i>responsible persons</i> and updates the clauses applicable to the capture of live possums in subclause (2).</p> <p>(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.</p> <p>(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.</p>	<p>Minor change to wording to ensure the application of the clause is correct. This amendment will incorporate reference to <i>responsible persons</i> and clause references to the capture of live possums have been updated to reflect changes in clause numbering.</p>



<p>43 Supplier to be certified</p>	<p>Revoke the clause and replace. Subclause (1) unchanged.</p>	
	<p>Add the requirement that possums can be captured 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.</p>	<p>To increase flexibility and align with the requirements applicable to other species.</p>
	<p>Add a new subclause (3) that clarifies the steps involved in gaining hunter certification. This includes the need to sit and pass a test, to pay the required fee and to be formally certified. (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.</p>	<p>To ensure that this requirement, which is currently handled administratively, is captured in the specification.</p>
	<p>Add a new subclause that specifies the requirements that must be met to maintain certification. (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 animal material into the regulated system.</p>	<p>There is currently a requirement for certified suppliers to resit the certification test every 2 years. This amendment has been made to ensure that this requirement, which is currently handled administratively, is captured in the specification.</p> <p>The “longer interval” in 4(a) will make it easier in situations where it may be difficult logistically to meet the 2 year timeframe.</p> <p>(4)(c) has been included to ensure that certified suppliers remain knowledgeable of the current requirements for supplying wild animals into the regulated system.</p> <p>The procurement requirements for wild animals change periodically and it is important that certified suppliers maintain their knowledge when new information becomes available and that they are able to put it into practice.</p>



	<p>Subclause (5) unchanged.</p> <p>Add a new subclause to allow the certified supplier an opportunity to be heard in the event of suspension by making a written submission to MPI.</p> <p>(6) Where the Director-General suspends certification, written notice must be given to the certified supplier, specifying —</p> <p>(a), (b), (c), (d) no change.</p> <p>(e) the opportunity to make a written submission giving reasons why the certification should not be suspended; and</p> <p>(f) the period of time in which a written submission referred to in subclause (6)(e) must be received by the Director-General.</p>	<p>To give the certified supplier an opportunity to be heard, if for example, there is additional information that the regulator was not aware of when making the suspension.</p> <p>The written submission will need to be made within a certain timeframe (typically this would be within a 30 day period) and state the reasons why the decision to suspend should be overturned.</p>
	<p>Add a new subclause:</p> <p>(7) While the Director-General considers any written submission received pursuant to subclause (6)(e), the suspension of certification remains.</p>	<p>To make it clear that the suspension will remain in effect while a submission is considered.</p>
	<p>Subclause (4) becomes subclause (8) and is unchanged.</p>	
	<p>Add new subclause which describe the steps involved in withdrawing certification.</p> <p>(9) Where the Director-General withdraws certification, written notice must be given to the certified supplier, specifying —</p> <p>(a) the reason for the withdrawal of certification; and</p> <p>(b) the date and time on which it commences; and</p> <p>(c) the opportunity to make a written submission, giving reasons why the certification should not be withdrawn; and</p> <p>(d) the period of time in which a written submission, referred to in subclause (9)(c) must be received by the Director-General.</p>	<p>To improve the transparency around this process where certification is withdrawn.</p>
	<p>Add new subclause:</p> <p>(10) While the Director-General considers any written submission received pursuant to paragraph (9)(c), the certification is suspended.</p>	<p>To make it clear that the suspension of certification will remain in effect while a submission is considered.</p>



	<p>Add a new subclause specifying the requirements to be met if a person who has had their certification withdrawn applies to be recertified.</p> <p>(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).</p>	<p>To ensure that where a person has had their certification withdrawn, the Director-General can specify additional competency requirements to be met when a person wants to reapply for certification at a later date.</p>
<p>43A Operations Manual</p>	<p>Revoke the clause and replace.</p>	
	<p>Reword subclause (1).</p> <p>(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.</p>	<p>To increase the flexibility around roles of the supplier and the primary processor during the development of the Operations Manual and to improve the transparency around this process.</p> <p>Often a manual is standardised by the processor and agreed with the supplier. This improves the robustness around the procurement system and ensures expectations of the processor and supplier have been documented.</p> <p>There is no change to the intent of this clause, which is to have an Operations Manual that is acceptable to a processor prior to presenting wild animals for processing.</p>
	<p>Add further requirements around what needs to be written into the Operations manual.</p> <p>(2) (a), (d), (e), (g) and (h) unchanged.</p> <p>(b) the name and contact details of the certified supplier</p> <p>(c) the identification details of the main vehicles (including aircraft) used in the hunting operation; and</p> <p>(f) procedures for hygienic dressing, handling, storage and transportation of carcasses and material in accordance with clauses 59 and 60:</p>	<p>Minor wording changes to make it clearer who the manual applies to and specific details about helicopters used in the hunting operations. This should assist in tracing back information for the purpose of verification, or if (for any reason) an investigation is needed.</p>
<p>Reword subclause (4)</p> <p>(4) The certified supplier must seek the permission of the</p>	<p>To remove the need for the primary processor to formally approve amendments to the Operations Manual.</p>	



	<p>primary processor to make an amendment to his or her Operations Manual, and whenever possible, this must occur prior to implementing that amendment.</p>	<p>The manual must still be acceptable to the processor. The certified supplier will need to check with the processor that any amendments are acceptable before implementing the changes. The processor should retain evidence that this check has taken place.</p>							
	<p>Extend the length of time any records generated by the certified supplier must be kept from 6 months to 4 years (6) The certified supplier must keep any records generated for 4 years.</p>	<p>Four years is the standard period of time that records generated under a risk management programme must be kept.</p> <p>For consistency across risk management programmes, and to assist in undertaking investigations or systems audits, it is necessary to extend to four years the time the certified supplier must keep records. This includes the electronic flight records.</p>							
<p>44 Wild mammal material not to be procured from certain areas</p>	<p>Revoke the clause and replace.</p> <p>For full details of the amendments to this clause, refer to the draft specification.</p> <p>In summary, the buffer zones and caution periods for each species have been included in a table to improve its readability.</p> <p>Poisons have been regrouped into 4 groups based on the length of time the poisons take to deplete to acceptable levels following consumption by an animal. Each group has their own caution periods and buffer zones. The current and proposed caution periods are listed below:</p>	<p>Research undertaken by Landcare Research has indicated that the proposed caution periods are more appropriate than those currently in place. Landcare Research based their conclusion on a review of the latest research into the persistence of poisons in the hunted species.</p> <p>The buffer zones have been determined based on a review of roaming distances for the species in conjunction with persistence periods for the various poisons.</p> <p>The category “any other poisons” has been deleted as all poisons that are currently approved for use, and those that are under consideration, have been specifically listed.</p> <p><i>Bait stations</i></p> <p>If bait stations are used to contain poisons in Groups 1 to 3 and they are suitably located so that the hunted animals cannot access the poisons, the land on which the poisons are laid would not be considered to be poisoned and the buffer zone restrictions would not</p>							
	<table border="1"> <thead> <tr> <th data-bbox="412 1206 705 1278">Poison</th> <th data-bbox="705 1206 936 1278">Current caution period</th> <th data-bbox="936 1206 1193 1278">Proposed caution period</th> </tr> </thead> <tbody> <tr> <td data-bbox="412 1278 705 1347">1080</td> <td data-bbox="705 1278 936 1347">2 months and 100 mm rain or</td> <td data-bbox="936 1278 1193 1347">4 months</td> </tr> </tbody> </table>	Poison	Current caution period	Proposed caution period	1080	2 months and 100 mm rain or	4 months		
Poison	Current caution period	Proposed caution period							
1080	2 months and 100 mm rain or	4 months							



		4 months		<p>apply. However when possums or pigs are the hunted species, buffer zones would always apply regardless of how the poisons have been laid.</p> <p>The revised clause applies to private land (land other than DoC land) only.</p> <p>Where the Poison Use Statement has been signed by the responsible person indicating that poisons have been laid in properly situated bait stations, and the responsible person believes that the hunted species would be unable to access the poisons, the buffer zones and caution periods would not apply with respect to those animals hunted within the land area covered by the Poison Use Statement.</p> <p>The same rules apply where poisons have been laid in buildings. They also apply on areas of land that could not be accessed by the hunted species due to geographical features that are completely impassable for the species being hunted. As above, the responsible person would need to provide this information on the Poison Use Statement.</p> <p><i>Bait stations, possums and pigs</i></p> <p>This exemption does not apply to pigs as they are much more likely to be subject to secondary poisoning through the scavenging of animals such as rats or possums that have died as a result of poisoning operations. This source of secondary poisoning could be available within the poisoned area or the buffer zone around a poisoned area. It also does not apply to possums as they are often the target species for poisoning operations.</p>
	Coumatetralyl	-	4 months	
	Pindone	2 months	2 months	
	Diphacinone	-	2 months	
	Warfarin	2 months	Deleted as not in use	
	Brodifacoum Bromadiolone Flocoumafen	3 years	3 years	
	Difethialone Difenacoum	NA	3 years	
	Default for poison other than cyanide or cholecalciferol	4 weeks	NA	
	Sodium cyanide Potassium cyanide Zinc phosphide Para-aminopropiophenone Sodium nitrite cholecalciferol	Nil	1 month	
The current and proposed buffer zones are listed below:				
	Animal	Current buffer zone	Proposed buffer zone	
	Rabbit	200m	200m	
	Hares, wallabies, possum	1 km	1 km	
	Thar	2km	1km	
	Pigs	5km* or 2 km	5km* or 2 km	



	Deer	2 km	2 km	
	goats, chamois	2 km	5 km* or 2 km	
	* Brodifacoum, Bromadiolone or Flocoumafen			
45 Poison Use Statements	Revoke the clause and replace.			<p><i>Responsible persons</i> must list on the Poison Use Statement any poisons used on the land covered by the statement for the 3 year period prior to its date of signing. The three year period applies as this is the caution period for Group 4 poisons (brodifacoum, difethialone, bromadiolone, flocoumafen, difenacoum) which is the most long lasting of the poisons.</p> <p>The <i>responsible person</i> is required to include all information about where and how the poisons have been laid, regardless of whether the poisons have been laid in bait stations or farm buildings etc.</p>
	Change name of Landowner/Manager Poison Use Statement to Poison Use Statement .			To simplify the name of the statement and to acknowledge that the person completing the form is not necessarily the landowner or manager.
	<p>Reword subclause (1) to make it clear which areas of land the Poison Use Statements are required for.</p> <p>(1) The certified supplier must obtain a Poison Use Statement from a responsible person, or obtain DoC Pesticide Summaries, in respect of –</p> <p>(a) the land from which the animals were taken; and</p> <p>(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 –</p> <p>(i) 200 m for rabbits; and</p> <p>(ii) 1 km for hares, possums, wallabies and tahr; and</p> <p>(iii) 5 km for goats, chamois and pigs; and</p> <p>(iv) 2 km for deer; and</p> <p>(v) 5 km for other species of wild mammal.</p>			<p>To clarify that Poison Use Statements are needed if animals are hunted near the boundary of a property. To clarify that the distances that apply are based on the species being hunted.</p> <p>The reason for requiring this information is that poisons may have been laid on adjacent properties right up to the property boundary and the wild animals may have consumed that poison. This would increase the likelihood of the carcass containing poison residues.</p> <p>Wild animals can only be taken within the buffer zone of an adjacent property where there is evidence that either</p> <ul style="list-style-type: none"> no poisons have been laid; or if poisons have been laid they are inaccessible to the hunted species as described for clause 44. if poisons have been laid, the caution period has passed.



	(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.	Clarification only.
	(4) A Poison Use Statement is valid for 3 months from the date of signing by the responsible person.	Extending the time that statements remain valid for from 30 days to 3 months will better align with the DoC Pesticide Summaries. It should also make it easier to collect the required Poison Use Statements from private landowners or managers, particularly in areas that cover a large number of landowners or managers.
	Add a subclause (5) that would require people signing the <i>Poison Use Statement</i> (i.e. <i>responsible persons</i>) to inform the certified supplier immediately if there is a change to the poison status of the land. (5) The responsible person must notify the certified supplier immediately if he or she becomes aware of any information in the <i>Poison Use Statement</i> that requires amendment.	This requirement is currently in the <i>Poison Use Statement</i> but will be included in the specification to ensure that it is clear where the responsibility lays. It is also more legally robust. It is important that the <i>responsible person</i> lets the certified supplier know if poisons are laid on the land within the 3 months after signing the statement.
46 Certified supplier statement	Revoke the clause and replace. (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 animals or harvest of deer velvet, or the capturing of the live possums.	Change to legal wording only. No change to the intent of the clause.



<p>46A Location of kill or capture</p>	<p>Revoke the clause and replace. Delete dates in subclauses (1) and (3) and tidy up the subclauses. (1) For each animal 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) unchanged (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 clause 47(5) and (6), 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) format only changed. (6) unchanged.</p>	<p>To ensure that legal requirements are as clear as possible.</p> <p>There is no change to the legal requirements.</p>
<p>47 Recovery and presentation of wild animal material</p>	<p>Revoke clause and replace. Replace “observable” with “visible” in subclauses (1) and (2). (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) unchanged.</p>	<p>Technical amendment to simplify the wording. To ensure that a certified supplier does not present animals for processing that have any signs of disease</p> <ul style="list-style-type: none"> • prior to the animals being killed; or • identified as a result of gutting.



	Add “tag” to clauses referring to identification of carcasses in subclauses (4), (5) and (6).	To provide an example of what may be used where there is a requirement to identify carcasses.
	Reword subclause (6) to delete reference to the date and to clarify the connection between animal identification and the kill location data. (6) The tags or other 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.	<i>Waypoint</i> has been defined in the specification and so this subclause can now use this term. To better clarify the requirements: It is important that each carcass (or groups of carcasses where all the criteria for grouping are met) can be clearly linked to the kill location, particularly when tracing back information about poison status.
	Subclause (7) unchanged.	
	Delete subclauses (8) and (9) which relate to compliance with other clauses.	These clauses specified the need to comply with other clauses within the specification. It is not necessary to state this.
48 Application of clauses 49 to 54	(1) Delete reference to the game packing houses and include <i>responsible persons</i> in the application. (2) Update clause references.	The Meat Act regime, which referred to game packing houses, is no longer in effect. The requirements within some of the clauses listed also apply to <i>responsible persons</i> (see definition of <i>responsible persons</i> under the definitions section of this document).
49 Game estate supplier to be	Revoke the clause and replace. Subclause (1) is unchanged.	



<p>certified</p>	<p>Add a new subclause (2) that clarifies the steps involved in gaining hunter certification. This includes the need to sit and pass a test, to pay the required fee and to be formally certified. (2) To become a certified game estate supplier a person must: (a) sit and pass the relevant supplier test; and (b) pay the prescribed fee, if any; and (c) be certified as a certified game estate supplier by the Director-General.</p>	<p>To ensure that this requirement, which is currently handled administratively, is captured in specification.</p>
	<p>Add a new subclause that specifies the requirements that must be met to maintain certification. (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.</p>	<p>There is currently a requirement for certified game estate suppliers to resit the certification test every 2 years. This amendment has been made to ensure that this requirement, which is currently handled administratively, is captured in the specification.</p> <p>The “longer interval” in 3(a) will make it easier in situations where it may be difficult logistically to meet the 2 year timeframe.</p> <p>(3)(c) has been included to ensure that certified game estate suppliers remain knowledgeable of the current requirements for supplying game estate animals into the regulated system.</p> <p>The procurement requirements for game estate animals change periodically and it is important that certified game estate suppliers maintain their knowledge when new information becomes available and that they are able to put it into practice.</p>
	<p>Subclause (4) unchanged.</p>	



	<p>Add a new subclause to allow the certified game estate supplier an opportunity to be heard in the event of suspension, by making a written submission to MPI.</p> <p><u>(5) Where the Director-General suspends certification, written notice must be given to the certified game estate supplier, specifying — (a), (b), (c), (d) no change (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 subclause (5)(e) must be received by the Director-General.</u></p>	<p>To give the certified game estate supplier an opportunity to be heard if, for example, there is additional information that the regulator was not aware of when making the suspension.</p> <p>The written submission will need to be made within a certain timeframe (typically this would be within a 30 day period) and state the reasons why the decision to suspend should be overturned.</p>
	<p><u>Add a new subclause</u></p> <p><u>(6) While the Director-General considers any written submission received pursuant to subclause (5)(e), the suspension of certification remains.</u></p>	<p>To make it clear that the suspension will remain in effect while a submission is considered.</p>
	<p>Subclause (5) becomes subclause (7) otherwise unchanged.</p>	
	<p>Add new subclauses which describe the steps involved in withdrawing certification.</p> <p><u>(8) Where the Director-General withdraws certification, written notice must be given to the certified game estate supplier, specifying –</u></p> <p><u>(a) the reason for the withdrawal of certification; and</u></p> <p><u>(b) the date and time on which it commences; and</u></p> <p><u>(c) the opportunity to make a written submission, giving reasons why the certification should not be withdrawn; and</u></p> <p><u>(d) the period of time in which a written submission, referred to in subclause (8)(c) must be received by the Director-General.</u></p>	<p>To improve the transparency around this process where certification is withdrawn.</p>



	<p>Add new subclause, (9) While the Director-General considers any written submission received pursuant to subclause (8)(c), the certification is suspended.</p>	<p>To make it clear that the suspension of certification will remain in effect while a submission is considered.</p>
	<p>Add a new subclause specifying the requirements to be met if a person who has had their certification withdrawn applies to be recertified. (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 [new] subclause (2).</p>	<p>To ensure that where a person has had their certification withdrawn, the Director-General can require additional competency requirements to be met when a person wants to reapply for certification at a later date.</p>
<p>49A Operations Manual</p>	<p>Revoke the clause and replace. Reword subclause (1). (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.</p>	<p>To increase the flexibility around roles of the supplier and the primary processor during the development of the Operations Manual and to improve the transparency around this process.</p> <p>Often a manual is standardised by the processor and agreed with the supplier. This improves the robustness around the procurement system and ensures expectations of the processor and supplier have been documented.</p> <p>There is no change to the intent of this clause, which is to have an Operations Manual that is acceptable to a processor prior to presenting wild animals for processing.</p>
	<p>Subclause 49A (2)(b) Include the need to provide the name of the certified game estate supplier in the Operations Manual. (a) unchanged. (b) the name and contact details of the certified game estate</p>	<p>Minor wording changes to make it clearer who the manual applies to and specific details about helicopters used in the hunting operations. This should assist in tracing back information for the purpose of verification, or if (for any reason) an investigation is needed.</p>



	<p>supplier; (c) unchanged. (d) identification details of the main vehicles (including aircraft) used in the hunting operation; and (e) unchanged. (f) procedures for hygienic dressing, handling, storage and transportation of carcasses and material in accordance with clauses 59 and 60:</p>	
	<p>Reword subclause (4). (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.</p>	<p>To remove the need for the primary processor to formally approve amendments to the Operations Manual.</p> <p>The manual must still be acceptable to the processor. The certified game estate supplier will need to check with the processor that any amendments are acceptable before implementing the changes. The processor should retain evidence that this check has taken place.</p>
	<p>Extend the length of time any records generated by the certified game estate supplier must be kept from 6 months to 4 years (6) The certified game estate supplier must keep any records generated for 4 years.</p>	<p>Four years is the standard period of time that records generated under a risk management programme must be kept.</p> <p>For consistency across risk management programmes, and to assist in undertaking investigations or systems audits, it is necessary to extend to four years the time the certified supplier must keep records. This includes the electronic flight records.</p>
<p>50 Eligibility of game estate animals for presentation</p>	<p>Revoke the clause and replace.</p>	
	<p>Subclause (1) is unchanged.</p> <p>Add examples of geographical features to subclause (6) and move to earlier in the clause (i.e. subclause (2)). (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</p>	<p>To clarify what is meant by geographical features, and the types of features that would be acceptable if the game estate is not fully confined by secure fencing.</p> <p>The geographical feature must be sufficient to confine the deer to the game estate. If secure fencing is used to contain the deer it must be</p>



	<p>geographical features <u>such as the sea, cliffs, or steep ravines.</u></p>	<p>secure deer fencing.</p> <p>The intent of this subclause has not changed.</p>
	<p>New subclauses (3) and (4) extend the period of time that recently acquired animals must be kept, prior to submitting them for processing as game estate animals.</p> <p>In subclause (3) the default withholding period for monogastric veterinary treatments (pigs and wallabies) will be extended from 60 to 63 days.</p> <p>In subclause (4) ruminant veterinary treatments (deer, goats, thar, chamois, and water buffalo) will be extended from 60 to 91 days.</p> <p><u>(3) A certified game estate supplier may only present game estate pigs and wallabies obtained from another person in charge to a primary processor that have been on the game estate for more than 63 days.</u></p> <p><u>(4) A certified game estate supplier may only present game estate deer, goats, thar, chamois and water buffalo obtained from another person in charge to a primary processor that have been on the game estate for more than 91 days.</u></p>	<p>The holding time is put in place to account for any veterinary treatments that the animals may have received before being let onto the game estate.</p> <p>The revised holding time is now the same as the default withholding period for veterinary treatments applied to farmed animals.</p> <p>If the animals are within the withholding period of a treatment (such as a veterinary medicine) they must not be submitted for processing until the withholding period has passed.</p>
	<p>Reword subclause (4) to create new subclause (5) and exclude reference to the exposure status of the animal.</p> <p><u>(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 —</u></p> <p><u>(a) the certified game estate supplier is able to determine the</u></p>	<p>There is no change to the intent of this clause.</p> <p>The subclause allows a supplier to present game estate animals which have been obtained within the default withholding periods, to be submitted for processing. However the supplier must have evidence from the previous person in charge of the animals that they are suitable for processing (e.g. an Animal Status Declaration (ASD)).</p> <p>Exposure status (as per deleted clauses 50(4)) referred to the animal's</p>



	<p><u>veterinary medicine treatment status from the previous person in charge of those animals; and</u></p> <p><u>(b) the relevant withholding period for any veterinary medicine for the animal has passed; and</u></p> <p><u>(c) the certified game estate supplier complies with the applicable provisions of this Part.</u></p>	<p>potential exposure to agricultural chemicals that may have been used on the land they have been taken from. This subclause was included to make sure that the chemical residues in the meat did not exceed any maximum residue limited or maximum permitted level. This is now captured in the overarching requirement in subclause (7) (previously subclause (5)).</p>															
	<p>Subclause (3) becomes subclause (6). Subclause (5) becomes subclause (7).</p>	<p>No change to the intent. Minor rewording</p>															
<p>51 Game estate animals not to be procured from certain areas</p>	<p>Revoke the clause and replace.</p> <p>For full details of the amendments to this clause, refer to the draft specification.</p> <p>In summary, the buffer zones and caution periods for each species have been included in a table to improve its readability.</p> <p>Poisons have been regrouped into 4 groups based on the length of time the poisons take to deplete to acceptable levels following consumption by an animal. Each group has their own caution periods and buffer zones. The current and proposed caution periods are listed below:</p> <table border="1" data-bbox="412 1042 1193 1337"> <thead> <tr> <th>Poison</th> <th>Current caution period</th> <th>Proposed caution period</th> </tr> </thead> <tbody> <tr> <td>1080</td> <td>2 months and 100 mm rain or 4 months</td> <td>4 months</td> </tr> <tr> <td>Coumatetralyl</td> <td>-</td> <td>4 months</td> </tr> <tr> <td>Pindone</td> <td>2 months</td> <td>2 months</td> </tr> <tr> <td>Diphacinone</td> <td>-</td> <td>2 months</td> </tr> </tbody> </table>	Poison	Current caution period	Proposed caution period	1080	2 months and 100 mm rain or 4 months	4 months	Coumatetralyl	-	4 months	Pindone	2 months	2 months	Diphacinone	-	2 months	<p>Research undertaken by Landcare Research has indicated that the proposed caution periods are more appropriate than those currently in place. Landcare Research based their conclusion on a review of the latest research into the persistence of poisons in the hunted species.</p> <p>The buffer zones have been determined based on a review of roaming distances of the species in conjunction with persistence periods for the various poisons.</p> <p>The category “any other poisons” has been deleted as all poisons that are currently approved for use, and those that are under consideration, have been specifically listed.</p> <p><i>Bait Stations</i></p> <p>If bait stations are used to contain poisons in Groups 1 to 3 and they are suitably located so that the hunted animals cannot access the poisons, the land on which the poisons are laid would not be considered to be poisoned and the buffer zone restrictions would not apply. The revised clause applies to private land (land other than DoC land) only.</p>
Poison	Current caution period	Proposed caution period															
1080	2 months and 100 mm rain or 4 months	4 months															
Coumatetralyl	-	4 months															
Pindone	2 months	2 months															
Diphacinone	-	2 months															



	Warfarin	2 months	Deleted as not in use	Where the Poison Use Statement has been signed by the responsible person indicating that poisons have been laid in properly situated bait stations, and the responsible person believes that the hunted species would be unable to access the poisons, the buffer zones and caution periods would not apply with respect to those animals hunted within the land area covered by the Poison Use Statement.
	Brodifacoum Bromadiolone Flocoumafen	3 years	3 years	
	Difethialone Difenacoum	NA	3 years	
	Default for poison other than cyanide or cholecalciferol	4 weeks	NA	
	Sodium cyanide Potassium cyanide Zinc phosphide Para-aminopropiophenone Sodium nitrite cholecalciferol	Nil	1 month	
The current and proposed buffer zones are listed below:				The same rules apply where poisons have been laid in buildings. They also apply on areas of land that could not be accessed by the hunted species due to geographical features that are completely impassable for the species being hunted. As above the responsible person would need to provide this information on the Poison Use Statement.
	Animal	Current buffer zone	Proposed buffer zone	
	Wallabies,	1 km	1 km	
	Thar	2km	1km	
	Pigs	5km* or 2 km	5km* or 2 km	
	Deer, water buffalo	2 km	2 km	
	goats, chamois	2 km	5 km* or 2 km	
	* Brodifacoum, Bromadiolone or Flocoumafen			
				<p><i>Bait stations and pigs</i></p> <p>This exemption does not apply to pigs as they are much more likely to be subject to secondary poisoning through the scavenging of animals such as rats or possums that have died as a result of poisoning operations. This source of secondary poisoning would be available within the poisoned area or the buffer zone around a poisoned area.</p>



<p>52 Poison Use Statements</p>	<p>Revoke the clause and replace.</p>	<p><i>Responsible persons</i> must list on the Poison Use Statement any poisons used on the land covered by the statement for the 3 year period prior to its date of signing. The three year period applies as this is the caution period for Group 4 poisons (brodifacoum, difethialone, bromadiolone, flocoumafen, difenacoum) which is the most long lasting of the poisons.</p> <p>The <i>responsible person</i> is required to include all information about where and how the poisons have been laid, regardless of whether the poisons have been laid in bait stations or farm buildings etc.</p>
	<p>Change name of Landowner/manager Poison Use Statement to Poison Use Statement.</p>	<p>To simplify the name of the statement and to acknowledge that the person completing the form is not necessarily the landowner or manager.</p>
	<p>Minor wording changes to subclause (1) to replace operator with primary processor.</p>	<p>No change to the intent of the subclause.</p>
	<p>Reword subclause (2). (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 water buffalo.</p>	<p>To clarify that where the game estate does not confine the animals (i.e. they are able to freely enter or leave the game estate) Poison Use Statements are needed:</p> <ul style="list-style-type: none"> • for the land from which the animals have been taken; and • from any other properties if the animals are taken within the stated distances of the property boundary. <p>The reason for requiring this information is that poisons may have been laid on adjacent properties right up to the property boundary and the animals may have consumed that poison. This would increase the likelihood of the carcass containing poison residues.</p> <p>Animals can only be taken within the buffer zone of an adjacent property where there is evidence that either:</p> <ul style="list-style-type: none"> • no poisons have been laid; or if poisons have been laid they are



		<p>inaccessible to the hunted species as described for clause 51.</p> <ul style="list-style-type: none"> if poisons have been laid, the caution period has passed.
	<p>Add a new subclause (3). This subclause states that the <i>Poison Use Statement</i> must be provided to the primary processor.</p> <p>(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).</p>	<p>Clarification only.</p>
	<p>(4) A Poison Use Statement must —</p> <p>(a) be in the form set out in Schedule 5; and</p> <p>(b) be completed and signed by the responsible person</p>	<p>Clarification only.</p>
	<p>Subclause (3) becomes subclause (5) and is amended to extend the period of time that the <i>Poison Use Statement</i> is valid from 30 days to 3 months.</p> <p>(5) A Poison Use Statement is valid for 3 months from the date of signing by the responsible person.</p>	<p>Extending the time that statements remain valid for to 3 months will better align with the DoC Pesticide Summaries. It should also make it easier to collect the required <i>Poison Use Statements</i> from private landowners, or managers, particularly in areas that cover a large number of landowners or managers.</p>
	<p>Add a subclause (6) that would require people signing the <i>Poison Use Statement</i> (i.e. <i>responsible persons</i>) to inform the certified supplier immediately if there is a change to the poison status of the land.</p> <p>(6) The responsible person must notify the certified game estate supplier immediately if he or she becomes aware of any information in the <i>Poison Use Statement</i> that requires amendment.</p>	<p>This requirement is currently in the <i>Poison Use Statement</i> but will be included in the specification to ensure that it is clear where the responsibility lays. It is also more legally robust.</p> <p>It is important that the <i>responsible person</i> lets the certified game estate supplier know if poisons are laid on the land within the 3 months after signing the statement.</p>



<p>53 Certified game estate supplier statement</p>	<p>Revoke the clause and replace.</p> <p>(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.</p> <p>(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 animals.</p>	<p>Change to legal wording only. No change to the intent of the clause.</p>
<p>53A Location of kill</p>	<p>Revoke the clause and replace.</p> <p>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.</p>	<p>The species which can be grouped for identification purposes have been stated in the subclause to improve clarity.</p> <p>The need to mark the topographical map with “grid reference points” has been added for improved clarity also.</p> <p>There is no change to the legal intent.</p>
<p>54 Recovery and presentation of game estate mammal material</p>	<p>Revoke the clause and replace.</p> <p>Replace “observable” with “visible” in subclauses (1) and (2).</p> <p>(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.</p> <p>(2) The certified game estate supplier must confirm that the carcass of the animal had no visible signs of disease.</p> <p>Add “tag” to clauses referring to identification of carcasses in subclauses (4), (5) and (6).</p> <p>Reword subclause (6) to delete reference to the date and to clarify the connection between animal identification and the kill</p>	<p>Technical amendment to simplify the wording. To ensure that a certified game estate supplier does not present animals for processing that have any signs of disease:</p> <ul style="list-style-type: none"> • prior to the animals being killed; or • identified as a result of gutting. <p>To provide an example of what may be used where there is a requirement to identify carcasses.</p> <p><i>Waypoint</i> has been defined in the specification. This subclause can now use this term.</p>



	<p>location data. (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.</p>	<p>To better clarify the requirements: It is important that each carcass (or groups of carcasses where all the criteria are met) can be clearly linked to the kill location, particularly when tracing back information about poison status.</p>
	<p>Subclause (7) unchanged. Subclauses (8) and (10) deleted. Subclause (9) becomes subclause (8) and is unchanged.</p>	<p>It is not necessary to specify the need to comply with other clauses within the specification.</p>
<p>56 Supply of farmed mammals that have become feral and then been killed</p>	<p>Amend clause 56 to delete subclause (1)(c).</p>	<p>This subclause refers to a regime that is no longer in effect.</p>
<p>57 Recovery and presentation of farmed mammals that have become feral and then been killed</p>	<p>Revoke the clause and replace. Replace “observable” and “outwardly observable” with “visible” in subclause (1). (1) A certified supplier or certified game estate supplier must confirm that the — (a) mammals showed no visible signs of being sick or dying immediately prior to being killed; and (b) carcass of the mammal had no visible signs of disease; prior to presenting for processing</p>	<p>Technical amendments to simplify the wording to help to ensure that a certified supplier or certified game estate supplier does not present animals for processing that have any signs of disease:</p> <ul style="list-style-type: none"> • prior to killing; or • identified as a result of gutting.
	<p>Subclause (2) unchanged other than a numbering reference to another subclause. “or otherwise identify” added to subclause (3)</p>	<p>It is not necessary to state compliance with other clauses within the specification.</p>
	<p>Add “tag” to subclause (3).</p>	<p>To provide an example of what may be used where there is a</p>



	Subclauses (5) and (6) revoked and replaced with: (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.	requirement to identify carcasses. This is a catch all subclause that will prevent the supplier from submitting animals if they contain residues at levels above the maximum residue limit (MRL) or maximum permitted level (MPL) . It will also address issues such as chemicals used on the land which are not covered elsewhere in the specification.
59 Handling and dressing.	Amend subclause (1)(d) to allow for wild goats to be submitted for processing without the heads being present. (d) for mammals other than goats, have the head attached or positively identified with the carcass until post mortem examination has been completed; and	There is no need for the heads of wild goats to be presented for post-mortem examination if no parts of the head are intended for human consumption. The examination of the heads of wild goats would not provide information necessary to determine animal disposition.
Part 5 Amendments to Part 12 of the principle notice		
Part 12 Control of primary processing operations		
68 Application and Commencement of this Part	Revoke the clause and replace. Subclause (1) unchanged. Subclauses (2), (3) and (4) have been deleted.	The clause has been amended to: <ul style="list-style-type: none"> • clarify meaning; • delete dates that have passed; and • delete references to the Meat Act regime.
Farmed mammals, farmed birds and live possums		
76 Chilling and Freezing	In subclause 76(3) both references to “Table 1” are replaced with “Table 3”. Subclause (3) is revoked and replaced. Delete reference to premises licensed under the Meat Act. (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	Update. Meat Act regime no longer in effect.



	are managed, or the animal material or animal product is received by a premises licensed under the Meat Act, provided the requirements of that Act are met.	
76A Labelling	Clause revoked. Farmed animals must not be labelled using the terms “wild” or “game” or any other term of similar meaning.	This clause is unnecessarily restrictive. The Animal Products Regulations 2000 require that animal product not be associated with false or misleading representation. Labelling is regulated under the Food Standards Code.
Killed wild mammals and live possums		
77A Operator requirements	Revoke the clause and replace.	
	Reword subclause (1) so that it is clear when the Operations Manual is to be checked. <u>(1) An operator must confirm that a certified supplier’s Operations Manual is adequate to meet the requirements of this Notice -</u> <u>(a) prior to accepting animal material for processing from a certified supplier for the first time; and</u> <u>(b) whenever a certified supplier has made changes to his or her Operations Manual; and</u> <u>(c) at least every two years from the date of first acceptance of the animal material from a certified supplier.</u>	To clarify when the contents of Operations manual must be checked to confirm that they are acceptable. That is: <ul style="list-style-type: none">• prior to reception of the first consignment of animal material; and• whenever changes are made. A new requirement has been added: to review the operator manual every 2 years (Subclause (1)(c)).
	Reword subclause (2) to ensure that the risk management programme operator’s responsibilities, in terms of the contents of the Operations Manual, is clear. (2) The operator must – <u>(a) confirm in writing the suitability of the Operations Manuals and any amendments that he or she considers to be acceptable; and</u> <u>(b) keep a current copy, including amendments, of acceptable Operations Manuals.</u>	Clarification of the role of the risk management programme operator in accepting the contents of the manual.
	Renumber subclause (4) as subclause (3). No other changes. Subclause (5) becomes subclause (4) and includes the term	By using the term ‘topographical’ which is defined, this clarifies the



	<p>'topographical'.</p> <p>(4) The GIS system described in subclause (3) must utilise a topographical map scale that is sufficient to clearly identify each individual waypoint of each animal.</p>	<p>map scale that must be used. i.e. 1:50,000.</p>
	<p>Subclause (6) becomes subclause (5) and the words 'processor's registered' now precedes the risk management plan.</p> <p>(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.</p>	<p>Clarifies meaning.</p>
78 Reception	<p>Revoke the clause and replace.</p> <p>(1) The operator must —</p> <p>(a) confirm that the wild animal material —</p> <p>(i) is covered by a certified supplier statement and that the mammal material identification aligns with that statement; and</p> <p>(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</p> <p>(iii) has not been taken within the specified buffer zones</p> <p>(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 —</p> <p>(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</p> <p>(ii) the supplier has met the time constraints of clause 60; and</p>	<p>Update terminology and align with changes made to clause 44.</p>
	<p>Reword subclauses (1)(c), (g) and (j) to replace NZFSA with MPI.</p>	<p>Terminology updated</p>



	<p>Reword subclause (1)(g) to require informing MPI within 1 working day if the situations described in subclauses (e) or (f) occurs.</p>	<p>Requires that MPI be notified if either of the situations described in subclauses (e) or (f), which relate to the provision of correct documentation occurs, rather than just (f). MPI need to be informed if certified suppliers are providing inadequate documentation so that appropriate actions can be taken.</p>
	<p>Subclauses (2), (3) and (4) no change other than formatting in subclause (2).</p>	
	<p>Subclause (5) Delete the requirement to verify the accuracy of at least 10% of supplier statements and Poison Use Statement within 2 weeks and replace with: <u>(5) The operator must verify the contents of supplier statements, Poison Use Statements, and GPS data received from a certified supplier.</u></p>	<p>Verification of the information provided by the certified supplier is a very important component of the wild and game estate animal procurement system. Verification is required for every consignment.</p> <p>GPS and GIS systems have developed to a level where it is easier for operators to verify the data at a higher frequency.</p> <p>Wherever possible the person conducting the verification of wild mammal procurement should be independent of the person who did the original reception checks.</p> <p>The Administrative Manual, Supplier Requirements for Hunting Wild and Game Estate Animals will be updated to include guidance on verification.</p> <p>The verification should include:</p> <ul style="list-style-type: none"> • contacting responsible persons to confirm that the contents of the Poison Use Statements are accurate; • rechecking flight paths and way points in relation to poisoned areas and buffer zones to ensure that the animals have been taken from poison free areas; • checking the flight data files for any evidence of tampering,



		and whether there would be any other information that would make the operator doubt the reliability of the information provided.
83 Chilling and freezing	In subclause (2) both references to “Table 2” are replaced with “Table 4”. Changes are the same as described for clause 76.	Update.
84 Application of clauses 84A to 91	Revoke the clause and replace.	
	Delete paragraph (1)(b) and subclause (2). Clause now reads Clauses 84A to 91 apply to operators processing killed game estate mammals.	Meat Act regime no longer in effect.
84 A Operator requirements	Revoke the clause and replace. Changes are the same as described for clause 77A except as described below.	
	Subclause (4) becomes subclause (3) and is reworded (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.	To better specify the requirements of the processor where they have agreed to accept kill location data using the GPS system rather than on a topographical map.
85 Reception	Revoke the clause and replace. Changes are the same as described for clause 78 except as described below.	
	(1) The operator must — (a) confirm that the mammal material — (iv) is outside of the withholding period for any treatment with veterinary medicine. Existing subclause (1)(a)(iv) deleted. This relates to animals being taken in the buffer zone.	Update terminology and align with changes made to clause 51. Includes the requirement to confirm on reception that animal material is outside the withholding periods. This is clarification only. This is captured under subclause (1)(a)(iii) and so is unnecessary.



		Subclause (2) has been reformatted and there is a slight wording change. There is no change to intent.
90 Chilling and freezing	In subclause (2) both references to “Table 3” are replaced with “Table 4”. Changes are the same as described for clause 76.	Update.
91 Labelling	Clause revoked. Game estate mammal product must not be labelled using the term “wild” or “game”, or any other term of a similar meaning. Animal Products (Game Estate Products- Animal Products Standards Exemption) Notice 2010 is revoked.	This clause is unnecessarily restrictive. The Animal Products Regulations 2000 requires that animal product not be associated with false or misleading representation. Labelling is regulated under the Food Standards Code. The exemption Notice is no longer necessary as a result of the revocation of this clause as it provides an exemption from the original clause.
Farmed mammals that have become feral and then been killed		
92 Application of clauses 93 to 99	Revoke the clause and replace. Delete subclauses (1) (b) and (2). Clauses 93 to 99 apply to operators of primary processing premises who are processing material from animals that were farmed but have become feral, and have been killed as if in the wild.	Premises were licensed under the Meat Act and this regime is no longer in effect.
98 Chilling and freezing	In subclause (2) both references to “Table 4” are replaced with “Table 6” Changes are the same as described for clause 76.	Update.
99 Labelling	Clause revoked. Animal product derived from farmed mammals that have become feral must not be labelled using the terms “wild” or “game”, or any other term of a similar meaning.	This clause is unnecessarily restrictive. The Animal Products Regulations 2000 requires that animal product not be associated with false or misleading representation. Labelling is regulated under the Food Standards Code.



Consequential amendments		
	References to Tables in the rest of the specification have been changed.	Update to accommodate introduction of new tables earlier in the specification.
Statements	<p>The following statements have been amended. Refer to the attachments in schedule 5 for copies of the amended statements:</p> <ul style="list-style-type: none"> - Landowner/Manager Poison Use Statement [now <i>Poison Use Statement</i>] - Certified Supplier Statement for the Supply of Wild Mammal for Human Consumption - Certified Game Estate Supplier Statement for the Supply of Game Estate Mammals For Human Consumption - Certified Supplier Statement for the Supply of Live Possums for Human Consumption. 	<p>To align with the proposed changes to be made throughout the specification and correct any errors.</p> <p>The statements have been included in the specification at Schedule 5.</p> <p>It is proposed that the current statements will remain in effect for four months following the commencement of the new amendment Notice. Once this time has passed, only the new statements will be able to be used. Do operators have any concerns with the length of this transition period?</p>