

EMS 2011 Table of Changes

Clause	Type	Comment	Page
2.3.2	Simplified	Paragraph wordy, simplified for clearer understanding	4
	Current EMS	<p><i>“The AIC has determined that to assist emerging market development by AVEC commercial members, that investment in resolving market access impediments is required to enable Exporters to expand the market horizon. The key focus of the investment will be to understand phytosanitary requirements and MRL issues impacting access in Korea and the SE Asian markets Singapore, Malaysia, Hong Kong, Thailand, Taiwan, and China.</i></p> <p><i>Non-tariff trade barriers and trade related issues are managed directly by Exporters or through PMAC (Plants Market Access Council).”</i></p>	
	Proposed EMS	<p><i>“The strategy of the AIC is to facilitate trade in both new and emerging markets. The AIC in conjunction with AVEC is collaborating with MAF and importing countries to formalise the requirements of the importing countries.</i></p> <p><i>Non-tariff trade barriers and trade related issues are managed directly by Exporters or through PMAC (Plants Market Access Council).”</i></p>	
3.5.2 Para 2	Updated	This paragraph was updated to reflect the current position in the agreement with AAL in the use of their ‘add an avo’ collateral.	10
	Current EMS	<p><i>“The AIC is committed to an ongoing program and leveraging industry promotion concepts with individual Exporter’s campaigns. Agreement was reached with AAL, during 2009, to utilise their ‘add an avo’ collateral, and to extend AAL’s generic promotions campaign through the November 2009 to January 2010 period when New Zealand fruit is in the Australian marketplace.”</i></p>	
	Proposed EMS	<p><i>“The AIC is committed to an ongoing program and leveraging industry promotion concepts with individual Exporter’s campaigns. Agreement was reached with AAL, during 2009, to utilise their ‘add an avo’ collateral, and to extend AAL’s generic promotions campaign when New Zealand fruit is in the Australian marketplace. The term of the current licensing agreement is 3 years (Commenced 1 July 2009) and may be extended in 3 year increments.”</i></p>	

Clause	Type	Comment	Page
3.9.7	Updated	The second sentence was updated.	13
	Current EMS	<i>"The export of produce to Pacific Islands requires compliance with the EMS. This season, with the declaration of Country of Freedom from ASBVd, we have regained access to New Caledonia."</i>	
	Proposed EMS	<i>"The export of produce to Pacific Islands requires compliance with the EMS. With the declaration of Country of Freedom from ASBVd, we have regained access to New Caledonia."</i>	
4.2.3.25 (ii)	Correction	This form is available from the AIC and is not part of the EMS document	24
	Current EMS	<i>"shall submit within 30 days of the notification of completion of export packing or no later than the 15th April in each year, a complete and final report by P-PIN in the form attached as Appendix 12.8 hereto,"</i>	
	Proposed EMS	<i>"shall submit within 30 days of the notification of completion of export packing or no later than the 15th April in each year, a complete and final report by P-PIN in the form provided by the AIC."</i>	
4.2.4.17	Addition	Sentences Added (see below):	26
	Current EMS	<i>"No fruit shall exceed the maximum residue levels stipulated by the importing country's requirements."</i>	
	Proposed EMS	<p><i>"For those countries where MRL's are specified all fruit exported to those countries must meet the importing country MRL requirements.</i></p> <p><i>For those countries where an MRL has not been specified for a chemical then the relevant New Zealand MRL will apply for that chemical.</i></p> <p><i>It is the responsibility of the exporter to be aware of the requirements of both the importing country and the importer.</i></p> <p><i>If a consignment of product is subject to residue testing on arrival then the Exporter must notify the AIC within three working days and notify the results to the AIC within 10 days of receipt."</i></p>	

Clause	Type	Comment	Page
4.2.4.23	Clarification	Royalty Payments – the wording was unclear. No change in intent	27
	Current EMS	<i>“Each Grower must pay royalties for fruit cultivars which are managed by the AIC and which are protected by Plant Breeders Rights (contained within the Plant Variety Rights Act 1987) prior to harvest and export of such fruit.”</i>	
	Proposed EMS	<i>“Each Grower must pay royalties for fruit cultivars. Each PVR protected cultivar is potentially different in terms of how royalties are applied but currently all royalties are collected as a one off payment included in the purchase price of the tree.”</i>	
4.2.4.25	Updated	Paragraph changed to cover new AvoGreen requirements for the 2011/2012 season	27
	Current EMS	<i>“Growers will be required to monitor their crop under the AvoGreen® Specifications from 1 November 2010 as a requirement for export in the 2011-2012 export season.”</i>	
	Proposed EMS	<i>“Growers will be required to be AvoGreen® compliant and have monitored their crops under the AvoGreen® Specifications from 1 November 2010 as a requirement for export in the 2011-2012 export season.</i>	
Sec 6	Change	Heading altered to be less offensive, add clarity and other headings inputted to identify other sections relevant in this clause	28 - 30
8.2	Clarification	Wording changed to clarify intent. No change in actual intent	32
	Current EMS	<i>“The management fee payable to the AIC shall be at the rate of 52.5 cents for each 5.5kg tray equivalent, payable by the Grower. The total payment of 52.5 cents per tray equivalent shall be collected by the Exporter and paid to the AIC by the 20th day of the month immediately following remittance for the sale being received for the export consignment. Thereafter unpaid fees shall incur interest at the rate of 2% per calendar month adjusted with daily rests.”</i>	
	Proposed EMS	<i>“The management fee payable to the AIC shall be at the rate of 42cents for each 5.5kg tray equivalent, payable by the Grower. The total payment of 42cents per tray equivalent shall be collected by the Exporter and paid to the AIC by the 20th day of the month immediately following remittance for the sale being received for the export consignment. Thereafter unpaid fees shall incur interest payable by the Exporter at the rate of 2% per calendar month.”</i>	

Clause	Type	Comment	Page
8.3	Deletion	Removed in accordance with Remit 1 of the 2010 AGM	
	Current EMS	<i>“Subject to Grower support, a contribution to a generic promotion campaign of 15 cents per tray for all fruit exported to countries other than the USA will be collected by the Exporter and paid to the AIC. Such payments must be remitted by the 20th day of the month immediately following the month that such tray equivalents arrived in the export market. Thereafter unpaid fees shall incur interest at the rate of 2% per calendar month adjusted with daily rests.”</i>	
8.4	Correction	Corrected to reflect the export Commodity Levy approved at the 2010 AGM	
	Current EMS	<i>“The management fee stipulated in Clause 8.2 is independent of the Commodity Levy payable under the Commodity Levies (Avocados) Order 2007 (at a rate of 17.5 cents per 5.5kg tray equivalent) which shall also be collected and paid by the Exporter pursuant to that Order.”</i>	
	Proposed EMS (Clause 8.3)	<i>“The management fee stipulated in Clause 8.2 is independent of the Commodity Levy payable under the Commodity Levies (Avocados) Order 2007 (at a rate of 37.5 cents per 5.5kg tray equivalent) which shall also be collected and paid by the Exporter pursuant to that Order.”</i>	