

Certified Farm Nutrient Advisor Terms of Agreement for Certification

Note: It is assumed that a certification application form will be prepared and that the terms of agreement (ToA) will be attached to the application form. The application form will require applicants to provide specific information, including evidence of their qualifications and experience as required by the definition of a Certified Farm Nutrient Advisor (CFNA) in Proposed Waikato Regional Plan Change 1: Waikato and Waipā River Catchments (PPC1). Applicants will also be required to confirm that they have read and agree to be bound by the ToA.

1. Background

- I. The provisions of *Proposed Waikato Regional Plan Change 1: Waikato and Waipā River Catchments* (PPC1) require Nitrogen Leaching Loss Rates (NLLR) to be produced for properties in conformance with Schedule B.
- II. Schedule B of PPC1 sets out how an NLLR must be determined. Schedule B requires NLLRs to be determined by a Certified Farm Nutrient Advisor (CFNA). Waikato Regional Council (WRC) considers that this requirement can be met by either the CFNA undertaking the calculation themselves or overseeing the calculation by others and endorsing that calculation as meeting the requirements of Schedule B and the Terms of Agreement.
- III. For the purposes of PPC1, a CFNA is defined as being a person that:
 - a) is certified as a nutrient management advisor under a national nutrient management advisor certification programme (or an equivalent certification programme approved by the Chief Executive of Waikato Regional Council); and
 - b) has agreed to Waikato Regional Council's terms of agreement for operating as a Certified Farm Nutrient Advisor.

2. Purpose

- I. The purpose of these Terms of Agreement is to inform persons who want to make an application for certification as a CFNA of the requirements for obtaining certification and for maintaining certification as a CFNA.

3. Application for certification

- I. Persons who wish to become a CFNA must complete and submit the CFNA application form.
- II. If requested by WRC, applicants will pay an application fee.
- III. WRC reserves the right to request further information from the applicant prior to making a decision on certification.
- IV. Should WRC decline an application for certification, the applicant must submit a new application in order to be considered again for certification.

- V. Applicants who re-submit an application that has been declined or amended (under clause 3 (III) and (IV)) will pay an application fee if requested by WRC (under clause 3 (II)).

4. Skills and competency requirements

- I. WRC will maintain a register of approved national nutrient management advisor programmes. The register will be available on WRC's website.
- II. Persons applying for certification must provide evidence demonstrating:
 - a. They are certified as a nutrient management advisor under an approved national nutrient management advisor scheme.
 - b. Internal auditing and record keeping processes that provide for unobstructed external auditing processes.

5. Maintaining certification

- I. Persons applying for certification as a CFNA agree that, once certified, they will:
 - a) At all times adhere to the Code of Ethics and/or Rules of Conduct which are relevant to their qualification and certification.
 - b) Not act for any party where there is an actual or potential conflict of interest nor allow their performance to be improperly influenced by the needs or preferences of any party.
 - c) Maintain their national certification in accordance with the requirements of the certification provider.
 - d) Advise WRC within 5 working days of the CFNA being notified that a complaint has been made to the CFNA's training or certification provider regarding the CFNA's potential breach of the requirements of their certification. In such an event, the CFNA agrees that WRC may, at its sole discretion, suspend the CFNA's certification and remove their name from WRC's website until any investigation has been concluded.
 - e) Advise WRC within 7 working days if the CFNA decides to cancel or not renew their certification.
 - f) Advise WRC within 5 working days if the CFNA's certification provider cancels, withholds or suspends their certification.
- II. Persons applying for certification agree that WRC may report the CFNA to their national certification provider if WRC suspects or becomes aware that the CFNA has breached the terms of any Code of Ethics and/or Rules of Conduct relevant to their certification.
- III. WRC may charge an annual certification fee.

6. Submission of Nitrogen Leaching Loss Rate

- I. Persons applying for certification agree that once certified they will calculate each NLLR only in accordance with Schedule B of PPC1 and WRC's *Nitrogen Leaching Loss Rate Development Guidelines* (or the user guide document of any authorised equivalent).
- II. The CFNA will develop a summary of decision making as required by the *Nitrogen Leaching Loss Rate Development Guidelines*.

- III. CFNAs will submit a summary of decision making with their NLLR assessment. This will detail data inputs used in the NLLR assessment (see *Nitrogen Leaching Loss Rate Development Guidelines*).

7. Data management and record keeping

- I. Persons applying for certification agree that once certified they will:
 - a) Ensure that access to all supporting data and evidence that has been used to define inputs to any Overseer assessment (or alternative model) is maintained.
 - b) Such evidence will include, but is not limited to, the records outlined in Schedule B of PPC1.
 - c) Upon request, provide WRC or its appointed auditor with any evidence or data used to develop an NLLR assessment.
 - d) Submit Overseer files and supporting documentation in an electronic format that is acceptable to WRC.
- II. WRC may review and remove a CFNA's certification under PPC1 if the CFNA has breached the provisions in clause 7.

8. Audit

- I. WRC or its appointed auditor will conduct audits of CFNAs. Persons applying for certification agree that once certified they will comply at all times with WRC or its appointed auditor, including any requests for information or action that is to be taken.

9. Dispute resolutions

- I. If any dispute arises between the CFNA and WRC concerning the terms of agreement, the parties will enter into negotiations in good faith to resolve the dispute. If the dispute is not resolved within 20 working days of the date on which the dispute was notified, the parties will submit to arbitration by an independent arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator within a further 10 working days, the President of the New Zealand Law Society will appoint an arbitrator in the area.
- II. In the event of a dispute, the parties are responsible for their own costs. The parties agree to share the costs of the arbitrator equally.

10. Indemnity

- I. CFNAs will indemnify and keep indemnified, WRC, its servants and agents from and against all losses, damages, costs, (including solicitor/client costs on an indemnity basis), actions, proceedings, claims and demands which WRC may incur or be subject to, arising out of or as a consequence of, any breach by the CFNA of any term of this agreement or the negligent or wrongful act or default of the CFNA.

11. Severability

- I. If any provision of this agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and legal effect.

12. Termination

- I. A CFNA may terminate their certification under PPC1 at any time in writing to WRC.
- II. Written notice of termination must be provided to WRC a minimum of 7 working days prior to the intended date of termination.
- III. The full extent of these terms of agreement remain valid during any notice period.
- IV. WRC may revoke a CFNA's certification if WRC considers the CFNA has breached the terms of this agreement. Such revocation must be made in writing.
- V. Should a CFNA terminate their certification or if their certification is revoked by WRC, the individual will cease to market their services as a CFNA immediately.
- VI. Once certification has been terminated or revoked, the person will be removed from WRC's website and NLLRs prepared by them will no longer be accepted.

13. Review

- I. WRC reserves the right to review and change the terms of this agreement at any time. Any changes to this agreement will be notified on WRC's website: waikatoregion.govt.nz.