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| **Name** | Participant 1 | Participant 2 | Participant 3 |
| **Occupation** | Dairy Farmer | Dairy farmer | Dairy farmer |
| **State** | Victoria | South Australia | Tasmania |
| **1.1 What are the anticipated tensions that could arise when the end of a MSA supply period is postponed?** | The processor still holds the upper hand in these contracts |  | If the price in the MSA is quite different from the prevailing market prices at the time of postponement, then either party will be disappointed or pleased. |
| **1.2 How can the risk of 3-year MSA extensions be better balanced between all parties?** | Using a platform like milk 2 market as an independent pathway | Pre meeting with a few scones and coffee and our regular cash payment to buyer | Perhaps a review after each year and if the market has moved up or down by greater than 20% perhaps the parties can meet halfway. |
| **2.1 Should the small business exemption be expanded to include processors purchasing milk from a limited number of farmers?** | Unsure | No | No |
| **2.1.1 Please explain:** |  |  | They are still purchasing milk from farmers and should not be exempt even though they are dealing with a small number of farmers. |
| **2.1.2 What threshold would be appropriate (e.g., processors purchasing from fewer than five farmers)?** |  | No applies to all |  |
| **2.1.3 What risks would arise from expanding this exemption?** |  | None |  |
| **3.1 Rather than publishing all MSA's (including the superseded MSAs), what are the risks or benefits with a processor maintaining a complete list of variations alongside the current MSA?** |  | There are too many special deals | I can see no issue with all MSAs maintaining a complete list as this work has already been done and it is not a large problem then to keep them alongside the current MSA |
| **3.1.1 Can the risks be mitigated?** |  | Yes | No |
| **3.1.2 Please explain:** |  | One price for all |  |
| **4.1 How can processors reduce the inefficiencies and administrative costs of non-exclusive MSAs?** |  | Its costs them nothing it’s their job we all do paperwork we don’t get paid for | Have agreed amounts to be supplied with a small tolerance (5-10%) |
| **4.2 How can the risks of non-exclusive MSAs be better balanced between both parties?** |  | There is none | Have agreed amounts to be supplied with a small tolerance (5 -10%). |
| **5.1 What mechanisms can be implemented to ensure price protections on multi-year MSAs for both the farmer and processor?** | The farmer and processor should have equal rights and the benefits for longer term contracts should be reflected in price | Secured creditors forms completed from the farmer to the processor we can’t trust handshakes any more | Annual checks on market prices and if difference is more than 20% meet in the middle. |
| **5.2 Do multi-year MSAs provide enough pricing flexibility to respond to changing markets?** | No | Yes | No |
| **5.2.1 How can this be achieved?** | The farmer is not using the collective power they have, when this improves we will see benefits |  | Only processors with long term customers and attached long term contracts enter into multi-year agreements. |
| **5.3 Should there be a defined process to determine what meets the requirements of an exceptional circumstance?** | No | Yes | Yes |
| **5.3.1 Please explain:** | Every case is different | World market has lifted 40% it’s time to lift payment | Major change in market prices from an unforeseen situation e.g. GFC. |
| **6.1 Should negotiation and arbitration costs be based pro rata on turnover to give each party a fairer deal in expensive legal processes?** | Yes | No | Yes |
| **6.1.1 Can you suggest a fairer solution?** |  |  |  |
| **6.2 What are the risks and benefits to both the farmer and processor of allowing multi-party dispute resolution?** |  | None | Breakdown in the business relationship. Allowing each party to better understand the other’s business. |
| **6.2.1 How can any risks be mitigated?** |  |  | Ongoing communication between both parties. |
| **7.1 Could MSAs be negotiated earlier to allow time for farmers to assess the financial and legal circumstances before the beginning of the season?** | No | Yes | No |
| **7.1.1 Please explain:** |  | 90 days prior would be responsible | I believe the current 1st June date gives enough time to make a decision. |
| **7.2 How can the cooling off period be implemented in a way that more equitably balances risk and not significantly disadvantage either party?** |  | 60 days |  |
| **8.1 Should verbal MSAs be allowable at any point during the lifetime of the MSA?** | No | No | No |
| **8.1.1 Please explain:** |  | There are no disputes if it is in writing. |  |
| **8.2 What are the risks and benefits of enforcing written MSAs, signed by both parties?** |  | No risk the processor has guaranteed supply its their head job to sell it | Little risk. I believe once a MSA is signed it should be enforceable. All due diligence should be undertaken prior to signing. |
| **8.3 Should a signed MSA be in place before the commencement of the milk supply?** | No | No | No |
| **8.3.1 Please explain:** | There needs to be flexibility with fresh produce | 30 days after at the least | If a farm is supplying milk every day this may not be achievable. |