## Guiding questions

To assist you with your response the guiding questions from the Discussion Paper have been collated into a list.

**1: Extension of 3-year contracts**

Question 1.1: What are the anticipated tensions that could arise when the end of a MSA supply period is postponed?

Question 1.2: How can the risk of 3-year MSA extensions be better balanced between all parties?

**2: Small business definitions and exemptions**

Question 2.1: Should the small business exemption be expanded to include processors purchasing milk from a limited number of farmers? What threshold would be appropriate (e.g., processors purchasing from fewer than five farmers)? What risks would arise from expanding this exemption?

**3: MSA variation requirements**

Question 3.1: Rather than publishing all MSA's (including the superseded MSAs), what are the risks or benefits with a processor maintaining a complete list of variations alongside the current MSA? Can the risks be mitigated?

**4: Non-exclusive contract arrangements**

Question 4.1: How can processors reduce the inefficiencies and administrative costs of non-exclusive MSAs?

Question 4.2: How can the risks of non-exclusive MSAs be better balanced between both parties?

**5: Minimum pricing requirements in multi-year contracts**

Questions 5.1: What mechanisms can be implemented to ensure price protections on multi-year MSAs for both the farmer and processor?

Question 5.2: Do multi-year MSAs provide enough pricing flexibility to respond to changing markets? If not, how can this be achieved?

Question 5.3: Should there be a defined process to determine what meets the requirements of an exceptional circumstance?

**6: Multi-party dispute resolution and arbitration**

Question 6.1: Should negotiation and arbitration costs be based pro rata on turnover to give each party a fairer deal in expensive legal processes? If not, can you suggest a fairer solution?

Question 6.2: What are the risks and benefits to both the farmer and processor of allowing multi-party dispute resolution? How can any risks be mitigated?

**7: Contract cooling off period**

Question 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?

Question 7.2: How can the cooling off period be implemented in a way that more equitably balances risk and not significantly disadvantage either party?

**8: Unwritten or unsigned contracts**

Question 8.1: Should verbal MSAs be allowable at any point during the lifetime of the MSA?

Question 8.2: What are the risks and benefits of enforcing written MSAs, signed by both parties?

Question 8.3: Should a signed MSA be in place before the commencement of the milk supply?