

Flockcare

Quality Assurance

‘RULES GOVERNING THE USE
OF THE
FLOCKCARE LOGO
CERTIFICATION MARK

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**Rules Governing the Use of the FLOCKCARE
Logo Certification Mark**

1.1 DEFINITIONS

In these Rules the following definitions will apply, unless the context otherwise requires:

“Authorised User” means a person authorised in accordance with these Rules to use the Mark;

“Company” means National Livestock Identification System Limited ABN 34 134 745 038;

“Goods” means live animals, namely: sheep and lambs; agricultural products related to sheep and not included in other classes; foodstuffs for sheep; meat products and extracts derived from sheep including carcasses and carcass cuts, edible oils and fats; sheep skins; educational and training services provided to and relating to the sheep industry and its products; technical and business consultancy services provided to and relating to the sheep industry and its products, including quality assurance services relating to sheep and products obtained or derived from sheep;

“GST” means GST as defined in the A New Tax System (Goods and Services Tax) Act 1999;

“Manual” means the manual attached hereto as appendix C and as amended from time to time;

“Mark” means the certification trademark as represented in appendix A;

“National Advisory Committee” means the Committee appointed by the Company to advise on the code of practice requirements, technical matters and standards;

“National Service Provider” means the organisation, if any, appointed by the Company to administer the FLOCKCARE program on behalf of the Company;

“Non-Conformities” means non-conformities as defined in the Manual;

“Permit” means the permit attached hereto as appendix B;

“Registered Auditor” means the registered auditor referred to in Rule 3 of these Rules;

“Registrar” means the Registrar of Trade Marks;

“Rules” means these rules as amended from time to time;

“Standards” means the standards prescribed in the Manual and as amended from time to time.

1.2 INTERPRETATION

In these Rules, unless the context otherwise requires:

- (i) words in the singular will include the plural and vice versa;
- (ii) references to a particular gender shall include all genders;
- (iii) references to a person shall include natural persons, corporations, bodies politic, associations, partnerships and trusts.

2 PROPRIETORSHIP

The Mark is the absolute property of the Company and may not be used by any person except an Authorised User in accordance with a Permit granted pursuant to these Rules.

The Company may delegate from time to time authority to grant a Permit to use the Mark.

3.0 GRANT OF PERMIT

- 3.1 In order to become an Authorised User a person (“Producer”) must have completed to the satisfaction of the Company or a person authorised by the Company an audit in accordance with the Manual.
- 3.2 An audit must be conducted by a Registered Auditor. The Registered Auditor must:
 - (i) satisfy the requirements for certification as a Food Safety or Management System Auditor by Exemplar Global (previously RABQSA) or equivalent personnel certification body;
 - (ii) be certified by Exemplar Global (or equivalent);
 - (iii) have completed a recognised auditor training course;
 - (iv) have the required practical experience in auditing;
 - (v) have expertise in the sheep industry; and
 - (vi) have undertaken a familiarisation course on the FLOCKCARE code of practice.
- 3.3 Registered Auditors will themselves be subject to witness audits by the National Service Provider to ensure total program integrity.
- 3.4 Upon the successful completion by a Producer of the audit requirements set out in the Manual, the Company will grant the successful Producer a permit, in the form of the Permit, to use the Mark. The Company or a person nominated by the Company and the successful Producer must sign the Permit.
- 3.5 Any Producer will be able to appeal to the National Service Provider against a Registered Auditor’s decision.
- 3.6 In the event that a Producer is unable to successfully complete an audit, the Company may refuse to grant the Producer a permit to use the Mark, subject always to a right of appeal specified in clause 9.3.1.

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4.0 **FEES**

- 4.1 A Producer wishing to use the Mark will be required to purchase the Manual at the price determined by the Company from time to time.
- 4.2 All auditing costs will be borne solely by the Producer wishing to use the Mark.
- 4.3 An annual accreditation fee as determined by the Company will apply after completion of the third audit.
- 4.4 The Company may uniformly prescribe such other fees or amendments to the above fees as it thinks fit.
- 4.5 GST will be payable on all applicable fees and charges.

5.0 **RESIDUES**

- 5.1 In the event sheep consigned by the Producer for slaughter are detected immediately prior to or after slaughter to have chemical residues above half Maximum Residue Level (“MRL”) the Producer agrees that the appropriate authority dealing with chemical residues may notify the Company through the National Service Provider of the detection of those residues and the level detected.
- 5.2 The Producer further agrees that in the event residues above half MRL are detected and reported to the Producer, the Producer will immediately develop a management strategy to minimise the risk of such an event occurring in the future, and will communicate that strategy to the Company through the National Service Provider for approval, and audit if such action is deemed necessary by the Company or National Service Provider.

6.0 **USE OF MARK**

- 6.1 The Mark may only be used in connection with Goods produced in compliance with the Standards.
- 6.2 The Mark may only be used to designate quality, accuracy, or other characteristic, including origin, material, or mode of manufacture of the Goods.
- 6.3 An Authorised User may only use the Mark as represented in Appendix A and must not in any way alter, amend or vary the Mark.
- 6.4 An Authorised User may only identify the Mark as a Certification Trade Mark.

7.0 **AUDITS**

- 7.1 All Authorised Users must comply with all audit requirements prescribed in the Manual.
- 7.2 An Authorised User must undertake two audits by Registered Auditors in the first year of authorisation, being at six monthly intervals (the first audit being an accreditation audit in accordance with Rule 3 above), unless the Authorised User has prior accreditation to another recognised quality assurance program, in which case the requirement for the second (six month) audit may be waived on

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application. In subsequent years an Authorised User will be required to undertake annually both two internal audits (by the Authorised User) and one external audit (by a Registered Auditor), unless Non-Conformities are encountered on the Authorised User's property, in which case, external audit frequency may be increased. Authorised Users are required to self-monitor and correct problems when they arise and not to wait until an audit is due. All audits under this Rule 7.2 will be at the Authorised User's sole expense.

- 7.3 At any time the Company or its National Service Provider deems appropriate, an Authorised User must undertake a further audit at the Authorised User's sole expense.
- 7.4 If an Authorised User fails any audit prescribed in this Rule 7, then the Company may in its absolute discretion revoke the Authorised User's Permit to use the Mark, subject to a right of appeal to the Company.

8.0 REVOCAATION OF PERMIT

The Company may, acting on the advice of the National Advisory Committee or the National Service Provider revoke the permit of an Authorised User on the occurrence of any one or more of the following events:

- (i) the Authorised User breaches any one or more of these Rules;
- (ii) the Authorised User fails to comply with the Standards;
- (iii) the Authorised User fails an audit;
- (iv) the Authorised User uses the Mark in a manner not authorised by these Rules;
- (v) the Authorised User dies, becomes bankrupt or is the subject of winding up, liquidation proceedings or comes under another form of external administration; or
- (vi) the Authorised User sells the property to which the accreditation has been granted.

9.0 VOLUNTARY SUSPENSION

- (i) An accredited Producer may by written notice to Flockcare apply to have their Accreditation suspended. Suspension of Accreditation is effective on receipt by Flockcare of:
 - a) the notice; and
 - b) the current Permit.
- (ii) During the period of Voluntary Suspension of Accreditation, the Producer must not sell or trade cattle as Flockcare conforming product or use the Flockcare Logo in any manner.
- (iii) The maximum period of Voluntary Suspension of Accreditation is twenty-four continuous months.
- (iv) A Producer may at any time within the twenty-four month period, by written notice to Flockcare, apply for re-instatement of Accreditation. On receipt of the written notice, Flockcare will consider the application, and:

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- a) where a Producer's Accreditation has been suspended for a period of less than twelve months from the last Audit date, return the current Licence Agreement; or
 - b) where a Producer's Accreditation has been suspended for a period of twelve months or more from the last Audit date, require the Producer to undergo an audit to verify that the Flockcare requirements have been met during the period of voluntary suspension; and
 - c) on notification of the successful audit, return a revised Permit.
- (v) In cases where a period of suspension exceeds twenty-four continuous months Accreditation will automatically lapse. Where Accreditation has lapsed, Producers may at any time reapply for Accreditation by following the same procedure as for initial Accreditation (ie Application Fee plus two audits in first twelve month period).

10.0 RIGHT OF APPEAL

- 10.1 Any refusal to grant a Permit or any revocation of a Permit by the Company acting on the advice of the National Advisory Committee or the National Service Provider is subject always to a right of appeal to the Company.
- 10.2 If the dispute is not resolved within 14 days of submission of the dispute to them, or such other time as they agree, the provisions of paragraph 10.3 will apply.
- 10.3.1 Either party may request the President of the Law Society of New South Wales or his nominee to appoint an expert to determine the dispute.
- 10.3.2 In making a determination in accordance with paragraph 10.3.1:
- (a) each expert must be required to determine the disputer taking into account the Flockcare code of practice;
 - (b) each expert acts as an expert and not as an arbitrator; and
 - (c) the expert's decision is conclusive, final and binding on the parties (except in the case of manifest error).
- 10.3.3 The parties must pay the costs of the determination as determined by the expert.

11.0 AMENDING THE RULES

The Company may from time to time apply to the Registrar to amend these Rules.

12.0 AMENDING THE STANDARDS

- 11.1 The Company may from time to time amend the Standards.
- 11.2 Where the Company proposes to amend the Standards, the company must notify all Authorised Users of its intention to amend the Standards.

13.0 THE REGISTER

The Company or a body authorised by the Company shall maintain a register of Authorised Users which shall include details of the name, address and trade description

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of each Authorised User and the date of registration and number allotted to each Authorised User and such other details as the Company may wish from time to time to include in the register.

14.0 NATIONAL ADVISORY COMMITTEE

A Producer or Authorised User may refer to the National Advisory Committee any perceived variations in auditing standards, to ensure uniform standards are maintained across Australia.

15.0 PUBLIC INSPECTION OF RULES

These Rules will be available for inspection during normal business hours at the offices of the Company.

16.0 PARAMOUNTCY

In the event of any inconsistency between these Rules and a Permit, these Rules will prevail to the extent of that inconsistency.

17.0 USE OF INFORMATION

17.1 Subject to clause 17.2, the Producer acknowledges that the Company or the National Advisory Committee may use information concerning the Producer or the PIC of the Producer obtained in connection with these Rules in such a manner as the Company or the National Advisory Committee consider appropriate for the purposes of Flockcare. the Company or the National Advisory Committee may publish or disclose any such information the Company or the National Advisory Committee consider desirable for the purposes of Flockcare, including information relating to a Producer's accreditation category.

17.2 All information collected by the Company or the National Advisory Committee in relation to Flockcare is managed in accordance with the Privacy Statement set out in paragraph 18.

18.0 PRIVACY STATEMENT

18.1 The information collected in the normal course of business by the Company or the National Advisory Committee may be personal information. It is collected and disclosed for the purposes of Flockcare and the Company's business purposes. The Company and the National Advisory Committee respect the privacy of individuals. Generally the Company and the National Advisory Committee do not release personal information other than to their service providers on a confidential basis for the purposes of conducting the Flockcare program or as otherwise specified in these Rules. However, in response to a legal requirement, in an emergency, in response to any unlawful act or omission, or potential unlawful act or omission, or in otherwise exceptional circumstances, the Chair of the Company or the Chair's nominee may at the Chair's discretion authorise the release of personal information. The Company's privacy policy governs the collection, use and disclosure of personal information collected by the Company.

APPENDIX A



APPENDIX B

SAMPLE ONLY

Flockcare Permit

In consideration of:

(“the **Producer**”) having paid National Livestock Identification System Limited ABN 34 134 745 038 (“**NLIS Ltd**”) the sum as determined by NLIS Ltd, NLIS Ltd authorises the Producer to use the mark as represented below in accordance with the conditions set out below and in accordance with THE RULES GOVERNING THE USE OF THE FLOCKCARE LOGO CERTIFICATION MARK and in accordance with the standards contained in the Manual or as otherwise prescribed, from time to time by NLIS Ltd.

Conditions:

Property:

Period of Permit: TO

Accreditation Number:

Mark:

Signed by Producer

Signed on behalf of National Livestock Identification System Limited ABN 34 134 745 038 by
National FLOCKCARE Co-ordinator

APPENDIX C
Manual