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RULES FOR THE LIVESTOCK PRODUCTION ASSURANCE PROGRAM (LPA)

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Accreditation means the accreditation of a Producer that is operating in accordance with the requirements of LPA and has implemented management systems to meet the Standards.

Accredited Producer means a Producer which has attained and maintained Accreditation in accordance with these Rules for 1 or more PICs under its management.

Alternate Feedstuff means any feedstuff set out in Annexure 3.

Application Form means an application form in the terms determined by LPA Administration, which may be completed on-line or by telephone.

Audit means the systematic and independent examination of an Accredited Producer's management system to determine whether the Accredited Producer is acting in accordance with the requirements set out in these Rules, whether conducted as Site Audits or Document Reviews.

Auditor means LPA Administration or a person approved by LPA Administration to conduct Audits.

Authorised Representative means a person authorised to act on behalf of LPA Administration.

Authority means any government or governmental, quasi-governmental, administrative or judicial body, department, commission, authority, agency or other entity.

Cattle means cattle as defined in the *Australian Meat and Live-stock Industry Act 1997.*

Committee means the Integrity Systems Taskforce, comprising industry stakeholder representatives, established to advise LPA Administration in relation to these Rules and the Standards.

Document Review means the examination of an Accredited Producer's records, whether conducted at a PIC or otherwise.

Extended Residue Program (ERP) status means a T1, T2, T3 or T4 status as notified by a State/Territory Authority under the National Organochlorine Residue Management (NORM).

Goods and Services Tax (GST) means a tax payable in accordance with the *A New Tax System (Goods and Services Tax) Act 1999.*

Hormonal Growth Promotants (HGP) means a veterinary medicine product, registered in Australia to increase the growth or productivity of Livestock through an oestrogenic, androgenic, gestagenic or thyrostatic effect.

Integrity Systems Company means Integrity Systems Company Limited ABN 34 134 745 038.

Invalid NVD means an NVD which has been withdrawn and which is an invalid NVD as set out in Annexure 2.

Livestock means livestock as defined in the *Australian Meat and Livestock Industry Act 1997*.

Logo means the LPA trade mark, registration number 976775, a copy of which is set out in Annexure 1.

LPA means the Livestock Production Assurance Program.

LPA Administration means Integrity Systems Company.

Meat means the dressed carcase and carcase parts of Livestock as defined in the *Australian Standard for the Hygienic Production and Transportation of Meat and Meat Products for Human Consumption* (AS 4696:2007).

MLA means Meat & Livestock Australia Limited ABN 39 081 678 364.

ML means the maximum level of a metal or other contaminant or natural toxicant set out in Standard 1.4.1 of the Australia New Zealand Food Standards Code.

MRL means a maximum residue limit set by the Australian Pesticides and Veterinary Medicines Authority.

NLIS means the National Livestock Identification System for the identification and traceability of livestock managed by Integrity Systems Company.

Notifiable Residue means a residue that is detected in Meat at a level that is above the MRL or ML.

NVD means a current National Vendor Declaration displaying the Logo, whether in hard copy or electronic form as prescribed by the Committee from time to time as set out in Annexure 2.

Physical Contaminant means the presence of injurious physical objects in Meat with the potential to cause an adverse effect in humans.

PIC means a property which has been allocated a unique Property Identification Code by the relevant authority.

Producer means the legal occupier of a PIC involved in the production of Livestock in Australia.

Register means the register referred to in clause 20.1.

Registered Producer means a Producer which has been registered by LPA Administration.

Reaccreditation means the process required under LPA to maintain Accreditation.

Rules means these rules.

Show Cause Notice means a notice issued in accordance with paragraph 14.2.2.

Site Audit means an Audit, not being a Document Review, conducted at a PIC.

Standards means the LPA On Farm Food Safety Standards issued by Integrity Systems Company.

Terms of Use means the terms of use for the NLIS database.

1.2. Presumptions of interpretation

1.2.1. For the purpose of these Rules, unless these Rules otherwise provide, all powers to be exercised by the Committee may be exercised by its Chairman (or his nominee).

1.2.2. A reference to a person includes the person's successors and permitted assigns.

1.2.3. A reference to a person who holds an office includes (as the case requires) the person who holds:

(a) that office from time to time;

(b) a corresponding office in another jurisdiction; or

(c) an office that replaces the nominated office from time to time.

1.2.4. A word which denotes:

(a) the singular denotes the plural and vice versa;

(b) any gender denotes the other gender; and

(c) a person includes an individual, a body corporate and a government.

1.2.5. A reference to a paragraph or an annexure is a reference to a paragraph of or an annexure to these Rules.

1.2.6. A reference to any other agreement or instrument, where amended or replaced, means that agreement or instrument as amended or replaced.

2. APPLICATION OF RULES

Each Producer acknowledges that:

(a) Integrity Systems Company administers the LPA;

(b) these Rules evidence a binding legal agreement between each Producer and Integrity Systems Company; and

(c) any reference to rights or obligations of the Committee under these Rules, includes rights and obligations of Integrity Systems Company.

3. REFERENCE MATERIAL

Each Producer must at all times make the following documents available for reference by its relevant personnel:

(a) these Rules;

(b) the Standards;

(c) the relevant NVD; and

(d) all other documents which the Committee advises must be made available for reference.

4. MANAGEMENT RESPONSIBILITY

4.1. Producer obligations

Each Producer must:

(a) ensure that it complies with these Rules and the Standards;

(b) ensure that Livestock described on an NVD are checked against the relevant requirements and that all information on the NVD is accurate and complete;

(c) permit an Auditor to Audit its management systems including records, facilities and other relevant information pertaining to these Rules and the Standards;

(d) provide LPA Administration or its Authorised Representative with access to PICs occupied by the Producer at times reasonably required by LPA

(e) Administration, or its Authorised Representative, for the purposes of reviewing the Producer's compliance with these Rules or the Standards;

(f) generally co-operate with an Auditor by providing any necessary resources and assistance as required by an Auditor to properly perform an Audit;

(g) train staff in the requirements and application of these Rules and the Standards;

(h) ensure that all records required by LPA Administration are maintained;

(i) complete the LPA Reaccreditation process as required by LPA Administration;

(j) ensure that its contact information provided to LPA Administration is correct and updated by written notice to LPA Administration within 7 days of any change; and

(k) ensure that action is promptly taken to remedy any non-conformances which are identified.

4.2. Whole of life claims

Each Producer must not make to any other person any "whole of life" claims or other assurances regarding PIC history, drugs treatments, animal husbandry conditions, handling, or geographical references of introduced animals unless verifiable documentary evidence supporting those claims (such as written and signed statements from all previous vendors) is available. Each Producer must retain all of this documentary evidence.

5. REGISTRATION

5.1. Application for registration

5.1.1. Each Producer must be registered with the LPA and accredited by LPA Administration in accordance with paragraph 6 to utilise NVDs.

5.1.2. Each Producer wishing to register 1 or more PICs must provide all information required by LPA Administration for this purpose by completing an Application Form.

5.1.3. Each legal occupier of a PIC must register separately under these Rules.

5.1.4. Each Producer may be granted registration by LPA Administration for each nominated PIC upon completion of the required registration procedures.

5.2. Confirmation of registration

On confirmation of registration, a Registered Producer will be:

(a) assigned a User ID and password which must be used in all future contact with LPA Administration;

(b) required to pay an application fee, as determined by LPA Administration from time to time, for an introductory pack; and

(c) responsible for ensuring its User ID, password and NVDs are kept secure.

6. ACCREDITATION AND REACCREDITATION

6.1. Application for Accreditation

6.1.1. Each Registered Producer may apply for Accreditation for 1 or more registered PICs.

6.1.2. The application for Accreditation must comply with the requirements notified by LPA Administration from time to time.

6.1.3. Each Producer will be notified by LPA Administration of its category in respect of accreditation for each PIC in accordance with paragraph 7.

6.2. Obligations of Accreditation

Each Accredited Producer must ensure that:

(a) all records relating to these Rules and the Standards are maintained;

(b) it complies with these Rules, the Standards and any other requirements of LPA

(c) Administration in connection with the LPA; and

(d) it complies with the Reaccreditation requirements of LPA from time to time.

6.3. Obligations of Reaccreditation

Accredited Producers must complete Reaccreditation once every three years in order to maintain Accreditation. The Reaccreditation includes:

(a) the completion of an assessment;

(b) a declaration to adhere to these Rules and Standards;

(c) payment of the Fee, as determined by LPA Administration from time to time; and

(d) compliance with such other requirements as notified by LPA Administration from time to time.

7. CATEGORIES IN RESPECT OF ACCREDITATION

7.1. Each Producer to be categorised

Each Producer will be categorised by LPA Administration as set out in paragraph 7.2 in respect of each PIC registered with LPA Administration.

7.2. Categories in respect of accreditation

7.2.1. The general categories in respect of accreditation are:

(a) N – Not Accredited - the Producer is not accredited with the LPA in respect of that PIC; and

(b) A – Accredited – the Producer has progressed to Accreditation and is meeting the LPA requirements in respect of that PIC.

7.2.2. The general category of Not Accredited includes the following sub-categories:

(a) S – Suspended – LPA Administration has applied a sanction to the Producer in respect of that PIC and has issued a Show Cause Notice;

(b) W - Withdrawn – Accreditation has been withdrawn by LPA Administration;

(c) I – Reaccreditation Incomplete – Reaccreditation has not been completed within the notified timeframe;

(d) R - Redundant – LPA Administration has been advised through NLIS that the PIC is no longer valid or active;

(e) T - Property Sold – the Producer has advised that the PIC has been sold or is no longer being leased by the Producer; and

(f) C - Cancelled – the Producer has advised that Accreditation is no longer required and has voluntarily cancelled its Accreditation.

8. USE OF THE LPA LOGO

8.1. Use of the LPA Logo

8.1.1. The Logo may only be used by an Accredited Producer by:

(a) using an NVD which it has purchased for its PIC and the Accredited Producer may only use NVDs which it has purchased for its PIC; and

(b) using it on promotional material or advertisements which promote the PIC and the LPA, subject to any directions of LPA Administration from time to time.

8.1.2. An Accredited Producer may only use the Logo and NVDs in accordance with these Rules and must not in any way alter, amend or vary the Logo or NVDs, or use them in any manner which, in the opinion of the Committee or LPA Administration, may adversely affect the goodwill attaching to the Logo or the reputation of the LPA.

8.2. Withdrawal or suspension

If an Accredited Producer's accreditation sub-category is changed to:

(a) Suspended;

(b) Withdrawn;

(c) Reaccreditation Incomplete; or

(d) Cancelled,

in respect of 1 or more PICs, the Producer must immediately stop using the Logo, including using any NVDs displaying the Logo, in respect of the Suspended, Withdrawn, Reaccreditation Incomplete or Cancelled PICs.

9. NOTIFICATION OF CHANGE

A Producer must, within 28 days of the change occurring, notify LPA Administration if it:

(a) ceases to be the legal occupier of a PIC which was nominated in its original registration or application; or

(b) receives notification in writing from a relevant authority that its PIC has been changed.

10. FEES

10.1. Payment of fees

Each Producer must pay all fees payable in connection with these Rules (including fees payable to LPA Administration, its Authorised Representatives and Auditors), as determined by LPA Administration from time to time.

10.2. GST

Goods and Services Tax (GST) will be payable by each Producer on all applicable fees and charges.

11. NATIONAL VENDOR DECLARATIONS

11.1. Purchase of NVDs

11.1.1. Accredited Producers must purchase NVDs at the prices notified by LPA Administration from time to time.

11.1.2. Accredited Producers may only purchase NVDs for a PIC nominated in their Application Forms.

11.1.3. Accredited Producers must not alter, reproduce or reuse an NVD.

11.1.4. Accredited Producers should only purchase NVDs in reasonable quantities up to a maximum of 12 months' supply, as the Committee may recognise revised versions of NVDs and may withdraw previous versions in accordance with paragraph 11.2.3.

11.2. Use of NVDs

11.2.1. Accredited Producers must ensure that an accurately completed NVD accompanies all movements of Livestock from a PIC to any other destination.

11.2.2. An NVD must not be distributed or used by an Accredited Producer unless it relates to the PIC for which the NVD was assigned.

11.2.3. From time to time, the Committee may recognise revised versions of NVDs and, unless the Committee in its discretion expressly notifies otherwise, upon recognition of a revised version of an NVD, previous versions of NVDs are automatically withdrawn, including for the purpose of facilitating market access requirements of the Australian Meat and Livestock industry.

11.2.4. All previous versions of NVDs for which recognition has been withdrawn are invalid and may not be used for the purposes of the LPA.

11.3. NVD update

11.3.1. Where a previous version of the NVD is withdrawn in accordance with paragraph 11.2.3, the Accredited Producer must obtain NVDs from LPA Administration and must not use the Invalid NVDs from the date of withdrawal specified in Annexure 2.

11.3.2. Accredited Producers must complete and return (at their own cost) the replacement NVD claim form, which is available on the MLA website, together with the relevant unused Invalid NVDs (in hard copy form) to claim replacement of Invalid NVDs.

11.3.3. Upon validation and approval of a claim for Invalid NVDs by LPA Administration, an equivalent number of replacement NVDs will, at the request of the Accredited Producer, be provided to the Accredited Producer in accordance with paragraphs 11.3.4 and 11.3.5.

11.3.4. Where the Invalid NVDs were purchased before 1 July 2009, replacement NVDs in electronic form will be provided free of charge to the Accredited Producer.

11.3.5. Where the Invalid NVDs were purchased from 1 July 2009:

(a) if they were purchased in the 12 month period before the date on which LPA Administration announces the withdrawal of the Invalid NVD or any later date notified by LPA Administration, replacement NVDs in electronic form will be provided free of charge to the Accredited Producer; and

(b) if they were purchased before the 12 month period specified in paragraph 11.3.5(a), the Accredited Producer must purchase the replacement NVDs at the prices notified by LPA Administration from time to time.

11.3.6 If an Accredited Producer requests that replacement NVDs be provided in hard copy form, the Accredited Producer must purchase the replacement NVDs at the prices notified by LPA Administration from time to time.

11.4. Introduced Livestock

Accredited Producers must ensure that:

(a) all Livestock introduced onto the PIC are accompanied by an accurately completed NVD and are only sourced from an Accredited Producer;

(b) the NLIS database is updated for all Livestock introduced onto the PIC in accordance with statutory requirements; and

(c) in relation to Cattle sourced from a PIC with a designated Extended Residue Program (ERP) status ('T' Status) as notified by a State or Territory authority that:

(i) such Cattle are separately identified and sufficient records are maintained to enable traceability at all times; and

(ii) a separate NVD and declaration is used where such Cattle are moved from the PIC within six (6) months of introduction.

11.5. HGP declarations

Accredited Producers using HGPs in Livestock must ensure that:

(a) the application of HGPs is in accordance with statutory requirements including that treated Livestock are permanently identified by a triangular ear punch and traceable; and

(b) full records of the use of HGPs are maintained.

11.6. Alternate Feedstuff

Accredited Producers acquiring Alternate Feedstuff must ensure that the use of Alternate Feedstuff is in accordance with the requirements set out in Annexure 3.

11.7. Retaining NVDs and other records

Accredited Producers must ensure that NVDs and other records for all introduced and dispatched Livestock are retained for a minimum of three (3) years or in accordance with statutory requirements; or for the duration of the Livestock on a PIC whichever is the longer period.

12. LPA AUDITS

12.1. Audit conduct

12.1.1. Accredited Producers will be selected for Audit by LPA Administration from time to time.

12.1.2. Audits of Accredited Producers may be conducted as Site Audits or Document Reviews or a combination of both in the manner described in paragraphs 12.2 and 12.3 and in accordance with the requirements set out in the audit checklist which is available on the MLA website.

12.1.3. When conducting Site Audits or Document Reviews, the Auditor will evaluate non-conformances in accordance with Table 1 set out below.

12.2. Site Audits

12.2.1. One or more Auditors may undertake Site Audits of Accredited Producers.

12.2.2. A Site Audit will be conducted in the following manner, or as directed by LPA Administration from time to time:

(a) the Accredited Producer will be notified that the PIC has been selected for a Site Audit, including an explanation of the audit process and provided with an opportunity to contact LPA Administration if the Accredited Producer has any questions regarding the Site Audit;

(b) on arrival at the PIC an Auditor will contact the Accredited Producer’s management representative and conduct an entry meeting to explain the scope of the Audit and the manner in which it will be conducted and endeavour to answer any questions that management may have in respect of the Audit;

(c) the Auditor will Audit the Accredited Producer's management systems including records, facilities and other information relevant to these Rules and the

Standards to ensure that the Producer is complying with these Rules and the Standards;

(d) Audit findings will be documented in an Audit report;

(e) the Auditor will conduct an exit meeting with the Accredited Producer's management representative; and

(f) the Auditor will provide a copy of the Audit report to LPA Administration noting:

(i) whether the LPA management systems are in place and working effectively;

(ii) any non-conformances detected and an evaluation of those non-conformances in accordance with Table 1;

(iii) any matters that require rectification and follow-up arrangements if necessary; and

(iv) whether the Accredited Producer should be recommended to continue to hold Accreditation.

12.3. Document Review

12.3.1 A Document Review will be conducted in the following manner, or as directed by LPA Administration from time to time:

(a) the Accredited Producer will be notified that the PIC has been selected for Document Review, including an explanation of the review process and provided with an opportunity to contact LPA Administration if the Accredited Producer has any questions regarding the Document Review;

(b) LPA Administration will, in consultation with the Accredited Producer, confirm arrangements for the type and format of records required as part of the Document Review;

(c) the Accredited Producer will provide the Auditor with the records required for the purposes of the Document Review;

(d) the Auditor will review the records supplied by the Accredited Producer to ensure that matters set out in these Rules and the Standards are being complied with;

(e) the Document Review findings will be documented as required by LPA Administration; and

(f) at the conclusion of the Document Review, the Auditor may advise the Accredited Producer of the outcome of the Document Review.

Table 1: LPA Non-conformance definitions

Non-conformance	Documented by	Definition
Critical Non-conformance	Documented on a Critical Incident Report (CIR)	In the opinion of the Auditor, LPA Administration or the Committee: a) may cause loss of integrity of the Australian Meat and Livestock industry or the LPA; b) these Rules or the Standards have been compromised and food safety jeopardised; or c) a reoccurring Major Non-conformance which has not been addressed by corrective action.
Major Non-conformance	Documented on a Corrective Action Request (CAR)	In the opinion of the Auditor LPA Administration: a) has the potential to compromise food safety or impinge on the integrity of the Australian Meat and Livestock industry or the LPA; b) there are enough non-conformances in an element to warrant a Major Non-conformance; c) if not addressed there would be potential for the non-conformity to further compromise these Rules or the Standards; or d) reoccurring non-conformances which have not been addressed by corrective action.
Minor Non-conformance	Documented as an observation on an Audit report	In the opinion of the Auditor or LPA Administration, there has been a variance from these Rules or the Standards that is not likely to directly impinge on food safety or the integrity of the Australian Meat and Livestock industry or the LPA.

12.4. Major Non-conformance

12.4.1. Where a Major Non-conformance is identified, the non-conformance is described on a CAR form.

12.4.2. Where a CAR for a Major Non-conformance is issued:

(a) the Accredited Producer must:

(i) remedy the non-conformance; and

(ii) provide any documentation to the Auditor which it may require;

(b) the Accredited Producer may be subjected to an increased Audit frequency; and

(c) costs associated with conducting all necessary subsequent Audits may be charged to the Accredited Producer.

12.4.3. Failure by an Accredited Producer to correct a non-conformance within the time frame specified by the Auditor may result in the CAR being elevated to a CIR.

12.5. Critical Non-conformance

12.5.1. Where a Critical Non-conformance is identified, the non-conformance is described on a CIR form.

12.5.2. Where a CIR is issued:

(a) costs associated with conducting all necessary subsequent Audits may be charged to the Accredited Producer;

(b) LPA Administration will consider the CIR and may convene the Committee; and

(c) LPA Administration may do one or more of the following:

(i) seek additional information;

(ii) issue a Show Cause Notice in accordance with paragraph 14.2.2;

(iii) uphold the CIR; or

(iv) close the CIR and issue a CAR and determine in consultation with the Accredited Producer a course of action to ensure that the Accredited Producer is operating in accordance with these Rules and the Standards.

12.5.3. LPA Administration may withdraw Accreditation as described in paragraph 14.2 if a Critical Non-conformance is identified.

12.5.4. Where LPA Administration resolves to close the CIR and issue a CAR, paragraph 12.4 will apply.

13. RESIDUES, PHYSICAL CONTAMINANTS AND ON-FARM QUARANTINE STATUS

13.1. Notification

If:

(a) the presence of potentially injurious Physical Contaminants is detected in Meat or if residues at or above half the level of Notifiable Residues are detected in samples taken within 24 hours before or after slaughter from Livestock, or Meat from Livestock, sent for slaughter by a Producer; or

(b) an on-farm quarantine status has been allocated,

the Producer irrevocably authorises any Authority having responsibilities relating to residues or physical contamination of Meat, or the allocation of an on-farm quarantine status to notify LPA Administration of:

(a) the detection of the residue(s) or Physical Contaminant(s) or the allocation of the on-farm quarantine status, as the case may be;

(b) details of the Producer and the affected Livestock;

(c) the residue level(s) and residue(s) or the nature of Physical Contaminant(s) found or the on-farm quarantine status allocated;

(d) the results of any investigation undertaken into the detection; and

(e) any other information in connection with the detection of such residue(s) or Physical Contaminant(s) or on-farm quarantine status.

13.2. Management strategy

13.2.1. If a Producer is notified of the detection of any Notifiable Residue(s) or Physical Contaminant(s) or allocation of an on-farm quarantine status, the Producer must:

(a) notify LPA Administration immediately;

(b) within 7 days of that notification, develop a management strategy to identify and manage any affected Livestock and to minimise the risk of such an event reoccurring, and provide full details of that strategy in writing to LPA Administration;

(c) within 7 days after notice from LPA Administration, vary the management strategy as required by the Committee;

(d) immediately implement the management strategy including any requirements notified by LPA Administration under paragraph (b); and

(e) participate in any Audit which LPA Administration considers appropriate arising out of the detection of the Physical Contaminant(s) or Notifiable Residue(s) or on-farm quarantine status, as the case may be.

14. CESSATION OF ACCREDITATION

14.1. Cancellation of Accreditation

14.1.1. Each Accredited Producer may, by written notice to LPA Administration, request withdrawal of Accreditation with respect to 1 or more PICs at any time.

14.1.2. Upon receipt by LPA Administration of the notice, the Producer's category in respect of accreditation will be changed to Not Accredited and categorised in accordance with paragraph 7.2.2(e)(f).

14.1.3. Where an Accredited Producer voluntarily cancels its Accreditation in respect of 1 or more PICs, the Not Accredited Producer may only reapply for Accreditation in accordance with paragraph 15.1.

14.2. Withdrawal or suspension of Accreditation

14.2.1. LPA Administration may withdraw Accreditation from an Accredited Producer for 1 or more PICs if:

(a) LPA Administration becomes aware of a situation which in its view compromises the integrity of the LPA;

(b) the Producer fails to permit reasonable access to an Auditor or to co-operate with an Auditor during any Audit;

(c) the Producer fails to maintain compliance with these Rules or the Standards or fails to take specified corrective action;

(d) the Producer fails to pay any fees associated with the LPA;

(e) the Producer fails to complete Reaccreditation within the required timeframe;

(f) the Producer supplies false information or documentation;

(g) the Producer ceases to have responsibility for Livestock on that PIC;

(h) LPA Administration upholds a CIR;

(i) LPA Administration considers that the Accredited Producer is unable or unwilling to comply with these Rules, the Standards or any LPA requirements; or

(j) LPA Administration considers that matters have occurred, or are likely to occur, on a PIC which may prejudice the reputation of the Committee, or LPA

Administration, the interests of the Australian Meat and Livestock industry or the LPA.

14.2.2. If:

(a) any of the matters set out in paragraph 14.2.1 occur,

(b) there is a detection of the presence of Physical Contaminant(s) in Meat or of Notifiable Residue(s) in samples taken within 24 hours before or after slaughter from Livestock, or Meat from Livestock, sent for slaughter by the Producer; or

(c) there is an allocation of on-farm quarantine status,

(d) LPA Administration may suspend Accreditation for 1 or more PICs and issue a Show Cause Notice to the Producer stating:

(e) the grounds on which the notice is given; and

(f) that the Producer must give LPA Administration a written statement within 14 days of receipt of the notice showing cause why Accreditation should not be withdrawn and that, if the Producer fails to respond to the Show Cause Notice, its Accreditation may be withdrawn in accordance with paragraph 14.2.1.

14.2.3. LPA Administration:

(a) will consider any written statement made by the Producer in accordance with paragraph 14.2.2;

(b) will obtain and consider any other material that it may consider relevant; and

(c) may decide:

(i) not to take any further action by removing a suspension;

(ii) to withdraw Accreditation; or

(iii) to take such other steps with regard to Accreditation as LPA Administration or the Committee considers appropriate in the circumstances.

14.2.4. LPA Administration may adopt such procedures in deciding whether or not to withdraw Accreditation as it considers necessary. These procedures may vary from time to time as, in the opinion of LPA Administration, the circumstances require.

14.2.5. If Accreditation for 1 or more PICs is withdrawn, or LPA Administration makes any other decision in accordance with paragraph 14.2.3(c), LPA Administration will notify the Producer in writing.

14.2.6. If Accreditation for 1 or more PICs is withdrawn, the Producer will be removed from the register of Accredited Producers, in respect of those PICs and its category in respect of accreditation will be changed to Not Accredited and categorised in accordance with paragraph 7.2.2(a).

14.2.7. Where a Producer has had its Accreditation withdrawn by LPA Administration in respect of 1 or more PICs, the Not Accredited Producer may only reapply for Accreditation in accordance with paragraph 15.2.

14.2.8. If LPA Administration has, in accordance with paragraph 14.2.2, suspended Accreditation for 1 or more PICs because of an allocation of on-farm quarantine status, and that allocation of on-farm quarantine status is withdrawn, LPA Administration will withdraw its suspension of accreditation.

15. REAPPLYING FOR ACCREDITATION

15.1. Cancellation of Accreditation

Where a Producer voluntarily cancels its Accreditation, a written application may be made at any time for reinstatement of Accreditation.

15.2. Loss of Accreditation as a result of incomplete Reaccreditation

Where a Producer has its Accreditation withdrawn by LPA Administration as a result of not completing Reaccreditation within the required timeframe, an application for Reaccreditation may be made to LPA Administration at any time.

15.3. Loss of Accreditation as a result of withdrawal

15.3.1. Where a Producer has its Accreditation withdrawn by LPA Administration for 1 or more PICs, an application for Accreditation for those PICs cannot be made until 28 days after the date Accreditation was withdrawn. After this period has elapsed, an application for Accreditation may be made to LPA Administration.

15.3.2. In assessing an Application under paragraph15.3.1, LPA Administration will consider those matters that exist or are likely to occur on the PIC which may prejudice the reputation of the Committee, Integrity Systems Company or LPA Administration, the interests of the Australian Meat and Livestock industry or the LPA.

16. RIGHT OF APPEAL

16.1. Right of appeal

16.1.1. Any refusal to grant Accreditation, Reaccreditation or any withdrawal of any such registration or Accreditation is subject to a right of appeal by the affected Producer to LPA Administration.

16.1.2. If the dispute is not resolved within 14 days of submission of the dispute to LPA Administration, or such other time as LPA Administration determines, paragraph 16.2 will apply.

16.2. Expert determination

16.2.1. Either party may, within 14 days after expiry of the period referred to in paragraph 16.1.2, request the President of the Law Society or equivalent in their State, or his nominee, to appoint an expert to determine the dispute.

16.2.2. In making a determination:

(a) each expert must be required to determine the dispute taking into account these Rules and the Standards;

(b) each expert acts as an expert and not as an arbitrator; and

(c) the experts' decision is conclusive, final and binding on the parties (except in the case of manifest error).

16.2.3. The parties must pay the costs of the determination as determined by the expert.

17. USE OF INFORMATION

17.1. Use and disclosure of information

Each Producer acknowledges and agrees that Integrity Systems Company, LPA Administration or the Committee may use, disclose or publish information concerning the Producer or the PIC of the Producer obtained in connection with the LPA including information relating to a Producer's category in respect of accreditation:

(a) as specified in these Rules; or

(b) as Integrity Systems Company, LPA Administration or the Committee considers necessary or desirable for the purposes of the LPA.

17.2. Disclosure to Authorities and for NLIS database

Each Producer acknowledges and agrees that Integrity Systems Company, LPA Administration or the Committee may disclose information concerning the Producer or the PIC of the Producer obtained in connection with the LPA:

(a) to any Authority for any lawful purpose; and

(b) for the purpose of inclusion on the NLIS database, and that any information included on the NLIS database relating to the Producer may be used and disclosed in accordance with the NLIS Terms of Use.

17.3. Personal information

17.3.1. The Integrity Systems Company privacy policy, which can be located on the MLA website, generally governs the collection, use and disclosure of personal information by Integrity Systems Company.

17.3.2. More specifically, personal information handled by Integrity Systems Company, LPA Administration or the Committee in connection with the LPA is handled in accordance with the LPA Privacy Statement set out in paragraph 18.

18. LPA PRIVACY STATEMENT

Information collected or otherwise obtained by Integrity Systems Company, LPA Administration or the Committee in connection with the LPA may be personal information, as defined in the Privacy Act 1988 (Cth).

Personal information obtained in connection with the LPA by any of Integrity Systems Company, LPA Administration or the Committee is collected and disclosed for the purposes of the LPA, the related business purposes of Integrity Systems Company, LPA Administration or the Committee and for any other purposes that are disclosed at or about the time of collection or are otherwise notified to an individual, including by virtue of these Rules.

Integrity Systems Company, LPA Administration and the Committee respect the privacy of individuals.

Generally Integrity Systems Company, LPA Administration and the Committee do not release personal information other than:

(a) as specified in these Rules;

(b) in the case of Integrity Systems Company, as disclosed in the Integrity Systems Company privacy policy;

(c) to their service providers on a confidential basis for the purposes of conducting the LPA;

(d) as authorised by the Chairman of Integrity Systems Company, LPA Administration, the Committee or a nominee in their discretion, in response to a legal requirement, in an emergency, in the event of any unlawful act or omission, or potential unlawful act or omission, or otherwise in exceptional circumstances; or

(e) for any purposes to which a Producer has consented.

19. INDEMNITY AND LIMITATION OF LIABILITY

19.1. Indemnity

Each Producer indemnifies Integrity Systems Company, the Committee and LPA Administration against all damages, losses, costs and expenses incurred by them arising out of:

(a) any non-compliance by the Producer with these Rules, the Standards or any other LPA requirements; or

(b) any act or omission of the Producer in connection with the LPA,

except to the extent such damages, losses, costs and expenses were caused by Integrity Systems Company, the Committee or LPA Administration.

19.2. Limitation of liability

19.2.1. LPA Administration is not liable to any Producer for any damages, losses, costs or expenses arising out of:

(a) the non-receipt by LPA Administration of a notice; or

(b) a delay or failure to make an entry, or errors made in the entering of information, in the Register or NLIS database by LPA Administration,

except to the extent that the damages, losses, costs or expenses are caused by the unlawful act or omission of the Administrator.

19.2.2. To the extent that the Rules mandatorily implied by law apply to or any mandatory consumer guarantee applies to the administration of the LPA by LPA Administration, Integrity Systems Company and the Committee, the liability of LPA Administration, Integrity Systems Company and the Committee for any breach of those Rules is limited to:

(a) in the case of goods, either supplying the goods again or paying the cost of having the goods supplied again; and

(b) in the case of services, either supplying the services again or paying the cost of having the services supplied again.

19.2.3. In no event will Integrity Systems Company, the Committee and LPA Administration be liable (whether in contract, tort (including negligence) or otherwise) for any consequential, special, incidental or indirect loss or damage, including loss of profit (whether direct, consequential, special, incidental or indirect), which may arise under these Rules.

20. REGISTER

20.1. Register of Accredited Producers

LPA Administration will maintain a register of Accredited Producers which will include the relevant contact details including PIC information for each Accredited Producer, the date of Accreditation, Reaccreditation and registration, the User ID allotted to each Accredited Producer and other such details that LPA Administration may wish to include from time to time in the register.

20.2. Information on register

Certain information contained in the register will be made available to the general public to enable users to determine the category in respect of Accreditation of a Producer.

21. VARIATIONS AND NOTICES

21.1. Amendment of Rules and Standards

LPA Administration may from time to time amend these Rules or the Standards on the advice of the Committee.

21.2. Notification

21.2.1. Where LPA Administration proposes to amend these Rules or the Standards, LPA Administration must notify the Accredited Producers of its intention, which notice may be given on the MLA website. A variation takes effect on the earlier of:

(a) if LPA Administration sends a notice, 7 days after LPA Administration sends the notice, or from any other date specified in the notice; or

(b) if notice is given on the MLA website, 14 days after the amendments are displayed on the MLA website.

21.2.2. A variation takes effect despite any accidental failure to give notice to an Accredited Producer.

21.2.3. A notice under this agreement must be in writing.

22. GOVERNING LAW AND JURISDICTION

The agreement evidenced by these Rules is governed by and must be construed in accordance with the laws of New South Wales.

ANNEXURE 1 – LPA LOGO

ANNEXURE 2 – CURRENT NVDS

A current NVD for the purposes of the LPA Program means versions as defined in this Annexure.

From time to time, the Committee may recognise revised versions of NVDs and/or withdraw recognition of previous versions at its discretion to facilitate market access requirements of the Australian Meat and Livestock industry.

All previous versions for which recognition has been withdrawn are invalid and may not be used for the purposes of the LPA Program.

Current NVDs that are recognised by the Committee are prescribed in the table below:

Table 1:	**Cattle NVD**				
Description	**Document Reference**	**Status**	**Date of Introduction**	**Replacement By**	**Date of Withdrawal**
Edition 1 March 2004	First Edition, March 2004	**Invalid**	Mar-04	First Edition, November 2005	16 Nov 2015
Edition 1 November 2005	First Edition, November 2005	**Invalid**	Nov-05	C05/07	16 Nov 2015
Edition 1 May 2007	C05/07	**Invalid**	May-07	C03/09	16 Nov 2015
Edition 1 July 2008	C0708	**Invalid**	Jul-08	C03/09	Jul-08
March 2009	C03/09	**Invalid**	Mar-09	C04/10	16 Nov 2015
April 2010	C0410	**Invalid**	Apr-10	C04/11	16 Nov 2015
April 2011	C0411	**Invalid**	Apr-11	C04/12	16 Nov 2015
April 2012	C0412	**Invalid**	Apr-12	C04/13	16 Nov 2015
April 2013	C0413	Current	Apr-13	Current	Current

Table 2:	**EU Cattle NVD**				
Description	**Document Reference**	**Status**	**Date of Introduction**	**Replacement By**	**Date of Withdrawal**
Edition 1 March 2004	First Edition, March 2004	**Invalid**	Mar-04	First Edition, November 2005	16 Nov 2015
Edition 1 November 2005	First Edition, November 2005	**Invalid**	Nov-05	E05/07	16 Nov 2015
Edition 1 May 2007	E05/07	**Invalid**	May-07	E0708	16 Nov 2015
Edition 1 July 2008	E0708	**Invalid**	Jul-08	E04/10	16 Nov 2015
April 2010	E0410	**Invalid**	Apr-10	E04/11	16 Nov 2015
April 2011	E0411	**Invalid**	Apr-11	E04/12	16 Nov 2015
April 2012	E0412	**Invalid**	Apr-12	E04/13	16 Nov 2015
April 2013	E0413	Current	Apr-13	Current	Current

Table 3:	**Sheep NVD**				
Description	**Document Reference**	**Status**	**Date of Introduction**	**Replacement By**	**Date of Withdrawal**
Edition 1 March 2004	First Edition, March 2004	**Invalid**	Mar-04	First Edition, November 2005	16 Nov 2015
Edition 1 November 2005	First Edition, November 2005	**Invalid**	Nov-05	S05/07	16 Nov 2015
Edition 1 May 2007	S05/07	**Invalid**	May-07	S0708	16 Nov 2015
Edition 1 July 2008	S0708	**Invalid**	Jul-08	S04/10	16 Nov 2015
April 2010	S0410	**Invalid**	Apr-10	S04/11	16 Nov 2015
April 2011	S0411	**Invalid**	Apr-11	S04/12	16 Nov 2015
April 2012	S0412	**Invalid**	Apr-12	S04/13	16 Nov 2015
April 2013	S0413	Current	Apr-13	Current	Current

Table 4:	**Goat NVD**				
Description	**Document Reference**	**Status**	**Date of Introduction**	**Replacement By**	**Date of Withdrawal**
Edition 1 March 2004	First Edition, March 2004	**Invalid**	Mar-04	First Edition, November 2005	16 Nov 2015
Edition 1 November 2005	First Edition, November 2005	**Invalid**	Nov-05	G05/07	16 Nov 2015
Edition 1 May 2007	G05/07	**Invalid**	May-07	G0708	16 Nov 2015
Edition 1 July 2008	G0708	**Invalid**	Jul-08	G04/10	16 Nov 2015
April 2010	G0410	**Invalid**	Apr-10	G04/11	16 Nov 2015
April 2011	G0411	**Invalid**	Apr-11	G04/12	16 Nov 2015
April 2012	G0412	**Invalid**	Apr-12	G04/13	16 Nov 2015
April 2013	G0413	Current	Apr-13	Current	Current
May 2017	G0517	Current	May-17	Current	Current

Table 5:	**Bobby Calf NVD**				
Description	**Document Reference**	**Status**	**Date of Introduction**	**Replacement By**	**Date of Withdrawal**
Edition 1 March 2004	First Edition, March 2004	**Invalid**	Mar-04	BC0708	16 Nov 2015
Edition 1 July 2008	BC0708	**Invalid**	Jul-08	BC04/10	16 Nov 2015
April 2010	BC0410	**Invalid**	Apr-10	BC04/11	16 Nov 2015
April 2011	BC0411	**Invalid**	Apr-11	BC04/12	16 Nov 2015
April 2012	BC0412	Current	Apr-12	Current	Current

ANNEXURE 3 – ALTERNATE FEEDSTUFF

Alternate Feedstuff for the purposes of the LPA Program means feedstuff as defined in this Annexure.

From time to time, the Committee may recognise Alternate Feedstuff at its discretion to facilitate market access requirements of the Australian Meat and Livestock industry.

Current Alternate Feedstuff recognised by the Committee and the requirements for the use of Alternate Feedstuff are prescribed in the table below:

Alternate Feedstuff	**Requirements for use**
Cotton trash	(a) prior to each despatch of cotton trash from the supplying gin or cotton trash storage, an *Alternate Feedstuff (Cotton Trash) Declaration* is completed by the Accredited Producer and provided to LPA Administration within 7 days of signing; (b) a completed 'By-product Vendor Declaration' or equivalent delivery documentation is sourced from the supplying gin for the cotton trash; (c) Livestock that have had, or may have had, access to cotton trash are grazed on clean feed for 60 days (**Clean Feed Period**) prior to dispatch for slaughter; (d) movements of any Livestock from the Property within the Clean Feed Period are registered on the NLIS database by the Accredited Producer within 1 day; (e) Livestock moving to another PIC prior to the completion of the Clean Feed Period are declared on the LPA NVD; (f) the commencement of the Clean Feed Period is verified by an Authorised Auditor and is arranged by the Accredited Producer at the Accredited Producers' own cost; (g) written verification is provided to LPA Administration of the commencement of the Clean Feed Period and a list of the devices attached to Livestock that have been verified to be grazing on clean feed; (h) a management plan is in place to ensure the production system prevents access to cotton trash for the Clean Feed Period; and (i) signed *Alternate Feedstuff (Cotton Trash) Declarations* are retained for a minimum of three years.

END