

**RULES FOR THE  
LIVESTOCK PRODUCTION  
ASSURANCE  
PROGRAM  
(LPA)**

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## **1.0 DEFINITIONS AND INTERPRETATION**

### **1.1 DEFINITIONS**

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

**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.

**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.

**AUS-MEAT** means AUS-MEAT Limited ABN 44 082 528 881.

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

**Authority** means any government, governmental, administrative or judicial body, department, commission, authority or other entity;

**Committee** means the LPA Advisory Committee, comprising industry stakeholder representatives, established by AUS-MEAT to advise AUS-MEAT 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).

**Livestock** means cattle (as defined in the Australian Meat and Live-stock Industry Act 1997), sheep or goats.

**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 operated by AUS-MEAT.

**LPA Administration** means AUS-MEAT or the body responsible for administration of the LPA on behalf of AUS-MEAT.

**Meat** has the same meaning as in the Australian Meat and Live-stock Industry Act 1997 except that it includes meat which is unfit for human consumption.

**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.

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

**NVD** means the National Vendor Declaration displaying the Logo, whether in hard copy or electronic form.

**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, including Accredited Producers and Provisionally Registered Producers.

**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 AUS-MEAT.

## **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. 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.
- 1.2.3 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.
- 1.2.4 A reference to a paragraph or an annexure is a reference to a paragraph of or an annexure to these Rules.
- 1.2.5 A reference to any other agreement or instrument, where amended or replaced, means that agreement or instrument as amended or replaced.

## **2.0 APPLICATION OF RULES**

- 2.1 The Producer acknowledges that:
- a) AUS-MEAT administers the LPA;
  - b) these Rules evidence a binding legal agreement between the Producer and AUS-MEAT ; and
  - c) any reference to rights or obligations of the Committee under these Rules, includes rights and obligations of AUS-MEAT .

## **3.0 REFERENCE MATERIAL**

- 3.1 A Producer must at all times make the following documents available for reference by relevant personnel:
- a) the Rules;
  - b) the Standards;
  - c) the NVD; and
  - d) all other documents which the Committee advises must be made available for reference.

## **4.0 MANAGEMENT RESPONSIBILITY**

- 4.1 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 Administration, or

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

- e) generally co-operate with an Auditor by providing any necessary resources and assistance as required by an Auditor to properly perform an Audit;
- f) train staff in the requirements and application of these Rules and the Standards;
- g) ensure that all records required by LPA Administration are maintained; and
- h) ensure that action is promptly taken to remedy any non-conformances which are identified.

4.2 A 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. The Producer must retain all records of this evidence.

## **5.0 REGISTRATION**

### **5.1 Application for Registration**

5.1.1 Each Producer wishing to register 1 or more PICs for the purpose of Registration must provide all information required by LPA Administration for this purpose.

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

5.1.3 A Producer may be granted Registration by LPA Administration for each nominated PIC upon completion of the required registration procedures.

5.1.4 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.

## **6.0 ACCREDITATION**

### **6.1 Application for Accreditation**

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

6.1.2 The Producer will be notified by LPA Administration of its accreditation category for each PIC.

### **6.2 Obligations of Accreditation**

6.2.1 Accredited Producers must ensure that:

- a) all records relating to these Rules and the Standards are maintained; and
- b) the Producer complies with these Rules, the Standards and any other requirements of LPA Administration in connection with the LPA.

## **7.0 ACCREDITATION CATEGORIES**

7.1 Each Producer will be categorised by LPA Administration as Not accredited (N) Accredited (A), Suspended (S) or Withdrawn (W) in respect of each PIC registered with LPA Administration.

7.2 The categories described are as follows:

- a) **N**–Not accredited - the Producer is not accredited with the LPA in respect of that PIC;
- b) **A** – Accredited – the Producer has progressed to Accreditation and is meeting the LPA requirements in respect of that PIC;
- c) **S** – Suspended – the Committee has applied a sanction to the Producer in respect of that PIC and has issued a Show Cause Notice; and
- d) **W** – Withdrawn – Accreditation has been withdrawn either voluntarily or by the Committee.

## **8.0 USE OF THE LPA LOGO**

8.1 The Logo may only be used by an Accredited Producer by:

- i) using an NVD which it has purchased for its PIC and may only use NVDs which it has purchased for its PIC; and
- ii) 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.

8.2 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.

8.3 If a Producer:

- a) voluntarily withdraws from Accreditation, or has its Accreditation withdrawn; or
- b) has its Accreditation suspended,

in respect of 1 or more PICs, the Producer must immediately stop using the Logo, including using any NVDs displaying the Logo, for those PICs.

## **9.0 NOTIFICATION OF CHANGE**

9.1 A Producer must 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.

Notification must be provided to LPA Administration within 28 days of the change occurring.

## **10.0 FEES**

10.1 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 AUS-MEAT or LPA Administration from time to time.

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

## **11.0 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 reproduce or reuse an NVD.

### **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.

### **11.3 NVD Update**

- 11.3.1 Where NVDs are replaced by a revised NVD, the Accredited Producer must obtain revised NVDs from LPA Administration and must not use the replaced NVDs.
- 11.3.2 Upon validation of invalid NVDs under paragraph 11.3.1, an equivalent number of replacement NVDs will be provided free of charge to the Accredited Producer.

### **11.4 Introduced Livestock**

- 11.4.1 Accredited Producers must ensure that:
  - a) all Livestock introduced onto the PIC are accompanied by an accurately completed NVD and are sourced from an Accredited Producer;;
  - b) the National Livestock Identification System (NLIS) database is updated for all Livestock introduced onto the PIC in accordance with statutory requirements;
  - 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) month of introduction.

## **12.0 LPA AUDITS**

- 12.1 Accredited Producers will be selected for Audit by LPA Administration from time to time.
- 12.2 Audits of Accredited Producers may be conducted as Site Audits or Document Reviews or a combination of both in the manner described in paragraphs 12.4 and 12.5.
- 12.3 When conducting Site Audits or Document Reviews, the Auditor will evaluate non-conformances in accordance with Table 1.

## **12.4 Site Audits**

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

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

- a) 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 any answer questions that management may have in respect of the Audit;
- b) the Auditor will Audit the Accredited Producer's management systems including records, facilities and other relevant information pertaining to these Rules and the Standards to ensure that the Producer is complying with these Rules and the Standards;
- c) Audit findings will be documented in an Audit report;
- d) the Auditor will conduct an exit meeting with the Accredited Producer's management representative; and
- e) the Auditor will provide a copy of the Audit report to the Committee 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.

## **12.5 Document Review**

12.5.1 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
<b>Critical Non-conformance</b>	Documented on a Critical Incident Report (CIR)	In the opinion of the Auditor or the Committee: a) may cause loss of integrity of the Australian meat and livestock industry or the LPA; b) the 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.
<b>Major Non-conformance</b>	Documented on a Corrective Action Request (CAR)	In the opinion of the Auditor or the Committee: 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 the Rules or the Standards; or d) reoccurring non-conformances which have not been addressed by corrective action.
<b>Minor Non-conformance</b>	Documented as an Observation on an Audit report	In the opinion of the Auditor or the Committee, there has been a variance from the 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.

## 12.6 Major Non-Conformance

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

12.6.2 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.

12.6.3 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.

## 12.7 Critical Non-Conformance

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

12.7.2 Where a CIR is issued:

- a) costs associated with conducting all necessary subsequent Audits may be charged to the Accredited Producer;
- b) the Committee will convene to consider the CIR; and
- c) the Committee 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.

12.7.3 The Committee may withdraw Accreditation as described in paragraph 14.2.

12.7.4 Where the Committee resolves to close the CIR and issue a CAR, paragraph 12.6 will apply.

## **13.0 RESIDUES**

### **13.1 Notification**

13.1.1 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 the Producer irrevocably authorises any Authority having responsibilities relating to residues to notify LPA Administration of:

- (a) the detection of the residue;
- (b) details of the Producer and the affected Livestock;
- (c) the residue level(s) and residue(s) found;
- (d) the results of any investigation undertaken into the detection; and
- (e) any other information in connection with the detection of such residues.

### **13.2 Management Plan**

13.2.1 If a Producer is notified of the detection of any Notifiable Residues, the Producer must:

- a) within 7 days of that notification, develop a management strategy to minimise the risk of such an event re-occurring and provide full details of that strategy to LPA Administration;
- b) within 7 days after notice from LPA Administration, vary the management strategy as required by the Committee;
- c) immediately implement the management strategy including any requirements notified by LPA Administration under paragraph (b); and
- d) participate in any Audit which the Committee or LPA Administration considers appropriate arising out of the detection of the Notifiable Residues.

### **13.3 Critical Non-Conformance**

13.3.1 Without limiting a Producer's obligations under paragraph 13.1 or 13.2, detection of Notifiable Residues in samples taken within 24 hours before or after slaughter from

Livestock, or Meat from Livestock, sent for slaughter by the Producer constitutes a Critical Non-Conformance and paragraph 12.7 will apply.

## **14.0 CESSATION OF ACCREDITATION**

### **14.1 Voluntary Withdrawal**

14.1.1 An 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 Withdrawal is effective upon receipt by LPA Administration of the notice.

14.1.3 Where an Accredited Producer voluntarily withdraws from Accreditation or has its Accreditation withdrawn by LPA Administration in respect of 1 or more PICs, the Accredited Producer cannot reapply for Provisional Registration in respect of those PICs and may only reapply for Accreditation in accordance with paragraph 15.

### **14.2 Withdrawal of Accreditation**

14.2.1 The Committee may withdraw Accreditation from an Accredited Producer for 1 or more PICs if:

- a) the Committee 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 supplies false information or documentation;
- f) the Producer ceases to have responsibility for Livestock on that PIC;
- g) the Committee upholds a CIR;
- h) the Committee considers that the Accredited Producer is unable or unwilling to comply with these Rules, the Standards or any LPA requirements; or
- i) the Committee considers that matters have occurred, or are likely to occur, on a PIC which may prejudice the reputation of the Committee, AUS-MEAT or LPA Administration, the interests of the Australian meat and livestock industry or the LPA.

14.2.2 If any of the matters set out in paragraph 14.2.1 occur, the Committee may suspend Accreditation for 1 or more PICs and issue a Show Cause Notice to the Accredited Producer stating:

- a) the grounds on which the notice is given; and
- b) that the Accredited Producer must give the Committee a written statement within 14 days of receipt of the notice showing cause why Accreditation should not be withdrawn and that, if the Accredited Producer fails to respond to the notice, its Accreditation may be withdrawn.

14.2.3 The Committee will:

- a) consider any written submission made by the Accredited Producer pursuant to paragraph 14.2.2;
- b) obtain and consider any other material that it may consider relevant; and

- c) 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 the Committee considers appropriate in the circumstances.
- 14.2.4 The Committee 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 the Committee, the circumstances require.
- 14.2.5 If Accreditation for 1 or more PICs is withdrawn, or the Committee makes any other decision in accordance with paragraph 14.2.3(c), the Committee 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.

## **15.0 REAPPLYING FOR ACCREDITATION**

15.1 Procedures for reapplying for Accreditation are as follows:

a) **Voluntary Withdrawal**

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

b) **Loss of Accreditation as a Result of Withdrawal by Committee**

(ii) Where a Producer has its Accreditation withdrawn by the Committee 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 the Committee.

(iii) In assessing any such Application the Committee will consider those matters that exist or are likely to occur on the PIC which may prejudice the reputation of the Committee, AUS-MEAT or LPA Administration, the interests of the Australian meat and livestock industry or the LPA.

## **16.0 RIGHT OF APPEAL**

16.1 Any refusal to grant or Accreditation or any withdrawal of any such registration or accreditation is subject to a right of appeal by the affected Producer to the Committee.

16.2 If the dispute is not resolved within 14 days of submission of the dispute to the Committee, or such other time as the Committee determines, paragraphs 16.3 – 16.5 will apply.

16.3 Either party may, within 14 days after expiry of the period referred to in paragraph 16.2, request the President of the Law Society or equivalent in their State, or his nominee, to appoint an expert to determine the dispute.

16.4 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;
- c) the experts' decision is conclusive, final and binding on the parties (except in the case of manifest error).

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

**17.0 USE OF INFORMATION**

- 17.1 The Producer acknowledges that the 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 Committee considers appropriate for the purposes of the LPA. The Committee may publish or disclose any such information the Committee considers necessary or desirable for the purposes of the LPA, including information relating to a Producer's accreditation category.
- 17.2 All information collected by the Committee in relation to the LPA is managed in accordance with the LPA Privacy Statement set out in paragraph 18.

**18.0 LPA PRIVACY STATEMENT**

- 18.1 The information collected in the normal course of business by LPA Administration or the Committee may be personal information. It is collected and disclosed for the purposes of the LPA and AUS-MEAT's business purposes. The Committee respects the privacy of individuals. Generally the Committee does not release personal information other than to its service providers on a confidential basis for the purposes of conducting the 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 Chairman of AUS-MEAT or his nominee, may at his discretion authorise the release of personal information.

**19.0 INDEMNITY**

- 19.1 The Producer indemnifies 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 the Committee or LPA Administration.

**20.0 REGISTER**

- 20.1 LPA Administration will maintain a register of Accredited Producers which will include details of the name, address and PIC information for each such Producer, the date of accreditation and registration, the User ID allotted to each such Producer and other such details that LPA Administration may wish to include from time to time in the register.
- 20.2 Certain information contained in the register will be made available to the general public to enable users to determine the accreditation category of a Producer.

**21.0 VARIATIONS AND NOTICES**

- 21.1 The Committee may from time to time amend these Rules or the Standards.
- 21.2 Where the Committee proposes to amend these Rules or the Standards, the Committee must notify the Accredited Producers of its intention, which notice may be given on the LPA website. A variation takes effect on the earlier of:
- a) if the Committee sends a notice, 7 days after the Committee sends the notice, or from any other date specified in the notice; or
  - b) if notice is given on the LPA website, 14 days after the amendments are displayed on the LPA website.

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

- 21.3 A notice under this agreement must be in writing.

**Annexure 1 – LPA Logo**

