

PROOF - Pasture Raised On Open Fields

Certification Rules

2014

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1. Scope

- a. The PROOF Standards outline the minimum requirements for farm practices relating to production of livestock including, pigs, poultry, sheep and cattle, and the use of the PROOF Pasture Raised On Open Fields (PROOF) Trademark.
- b. The main focus of the PROOF standard is the ethical treatment of livestock in free range production systems.
- c. The Standards apply to the following products that carry, or are intended to carry, descriptive labelling referring to pastured, free range production and the PROOF Certification Trademark:
 - i. unprocessed products from animals; and
 - ii. processed products derived mainly from (a) above.
- d. Requirements in the PROOF Standards are complementary and additional to other health, agricultural, environmental, food and production related regulatory requirements at federal, state, territory and other relevant levels.
- e. PROOF reserves the right to amend the Standards at any time in order to remain compliant with such requirements.

2. Definitions

Applicant: Means a person or a body of persons, who has applied for a License to use the PROOF Certification Trademark and who is engaged in the rearing of sheep, cattle, pigs or poultry, or a combination of these animals, or is a processor, and has appropriate resources to meet the requirements of the PROOF Standards and Rules.

Audit: A systematic and functionally independent examination, and reporting to a designated review committee, to determine whether activities comply with planned objectives and requirements of relevant Standards. This may include unscheduled audits and gap audits. This is also referred to as an inspection.

Auditor: A person deemed by the certification office to have the expertise and authority to inspect and audit operators in regard to compliance with the PROOF Standard for certification purposes. Auditors must be registered with RABQSA.

Certified: To have been audited and subsequently licensed to use the PROOF Certification Trademark.

Certification Committee: Committee appointed by PROOF – Pasture Raised On Open Fields Pty Ltd that uses audit reports and other means to make decisions regarding certification of operations and properties.

Certification transference: Arrangement between certification bodies regarding recognition of another certification system and certified products as equivalent for handling and marketing of the PROOF Standards.

Compliance: Actions or outcomes that relate to meeting requirements of the PROOF Standard. Non-compliance is where such actions or outcomes do not meet specifications of the PROOF Standards.

Corrective action request (CAR): Action required by an operator following a non-compliance or systems deviation to ensure ongoing certification and compliance with the PROOF Standard.

Farm unit: Sections of land fully under the management and control of one party or person. There may be more than one farm unit owned and managed by a single party or operator.

Gap audit: An audit that assesses areas where the operator may require modification to plans or practices prior to certification or prior to addition of areas or products for certification. Also referred to as a desk audit, such audits may either occur by document review and/or on-site assessment.

Hazard analysis critical control point (HACCP): Management system orientated towards minimising or eliminating hazards posed as part of the production process through means of monitoring and verification. For organic operators, HACCP management implies a system of identification of all significant hazards that may compromise an ability to conform to this Standard for organic production, identifying control points, putting in place management practices that help eliminate or reduce risks associated with those hazards, and then maintaining verification processes to ensure that management practices are effective.

Inspection: See Audit.

Labelling: Any words, particulars, trademarks, brand names, names of certifying organisations, pictorial matter or symbols appearing on any packaging, document, notice, label or collar accompanying or referring to a certified PROOF product.

Land unit: Section or portion of land as compared with entire farm unit, made up of all land units within the farm.

Licence agreement: Legally binding contract between PROOF and the operator pertaining to certification and the use of the PROOF Certification Trademark.

Licensee: Operator and/or owner of operations covered under the licence for the PROOF Certification Trademark.

Marketing: Holding or displaying for sale, offering for sale, selling or placing on the market.

Operator: Licensee of PROOF Certification Trademark and responsible for management or for delegation of management for the production unit or units and products listed in the licence agreement.

Processor: Is a food service establishment preparing or packaging food for consumption from meat supplied by or purchased from a certified PROOF producer.

PROOF – Pasture Raised On Open Fields Pty Ltd: This organisation carries out independently accredited auditing, review and certification work, which enables the licensing of the PROOF Certification Trademark.

Standard: In this publication refers to the PROOF Standards and subsequent amendments for pastured, free range production. The Standard defines criteria for assessment for certification.

3. Certification Trade Mark

- a. The PROOF Certification Trademark shall be used by Certified Applicants for the purpose and objectives of the PROOF Standards.
- b. The PROOF Certification Trademark shall be used to identify livestock, including poultry, pigs, sheep and cattle, that have been produced on farms that are certified to the relevant PROOF Standards.
- c. All uses of the Certification Trade Mark must be in accordance with these Certification Rules and the License Agreement and must be approved by PROOF.
- d. Certified Applicants shall not engage in any conduct which is likely to adversely affect PROOF – Pasture Raised On Open Fields Pty Ltd’s ownership or rights in and to the protection of the PROOF Certification Trademark.
- e. Licenses granted for the use of the PROOF Certification Trademark shall, for the term of the License, confer upon the Certified Applicant the right to use the PROOF Certification Trademark in the manner set out in these Rules, but only so long as such License is in full force and effect.
- f. Certified Applicants are authorized to use the PROOF Certification Trademark on company stationary, literature, packaging, labels, marketing materials and advertising in a manner reflecting certification under the PROOF Standards or as may be approved in writing by the Certification Committee. The PROOF Certification Trademark shall only be used in relation to product that has been produced in accordance with the PROOF Standards.

4. Licences

- a. A licence to use the PROOF Standards will be granted to applicants who apply for such a licence and who can demonstrate to the satisfaction of an external auditor appointed by PROOF that systems are in place to ensure that only product that has been produced according to the PROOF Standards will be labelled, marketed, promoted or otherwise identified using the PROOF Certification Trademark. A licensee will be required to pay an annual licence fee to be set by PROOF.

5. Obligation of PROOF - Pastured Raised On Open Fields Pty Ltd

- a. The company is responsible for the administration of the Certification Trade Mark and its Licences. The Association shall maintain the Certification Trade Mark and associated Rules current, make the required standards freely and readily available via a dedicated website, appoint one or several auditors certified by the Registered Accreditation Board Quality Society of Australasia and train them in the PROOF Standards.
- b. PROOF shall act upon the recommendations of the appointed auditors for the purpose of issuing a license for the PROOF Certification Trademark.
- c. PROOF shall maintain and publish on the dedicated website the names of those producers who are licenced to use the Certification Trade Mark.
- d. PROOF shall maintain a register of certified producers.
- e. PROOF shall not alter or amend the Rules without prior approval of the ACCC.
- f. PROOF shall advise all licensees of any alteration, amendment, addition or deletion to or from these Rules approved by ACCC and keep the information on the dedicated web site current at all times.

6. Obligation of Certified Applicant

- a. Each certified farm unit has the following obligations:
 - i. To ensure that their operation complies with the minimum requirements set out in the PROOF Standards and to maintain these standards at all times;
 - ii. To agree with and ensure compliance with these Rules;
 - iii. To comply promptly with any reasonable direction of PROOF relating to the PROOF Standard;
 - iv. To advise PROOF of any change in ownership of the Certified Business;
 - v. Not to assign any benefit of certification or licence without written consent of PROOF;
 - vi. To pay promptly, or when due, all fees arising under these Rules as specified from time to time by PROOF;
 - vii. To assist certification audits by providing access to premises and records;

- viii. To advise PROOF in writing of any matter which may be relevant to the certification of the operator or its continuance;
- ix. To allow an Auditor selected by PROOF access to the certified facilities for the purpose of confirming compliance with the PROOF Standards and these Rules.
- x. To only apply the PROOF Certification Trademark in accordance with the instructions and guidelines set out in the PROOF Logo Licensing Agreement and in accordance with any directions that may be issued from time to time by the Certification Committee in the interest of the integrity of the PROOF Standards and/or the protection and preservation of the PROOF Certification Trademark.

7. Termination

- a. A certified farm unit or a licensee may at any time withdraw from the PROOF Free Range Certification Program upon giving the Association at least 30 days' notice in writing.
- b. A licence provided under these Rules may be terminated or suspended if there is a breach which, once notified, is not rectified within 30 days.

8. Appeal

- a. A decision not to grant certification or not to grant a licence shall be reviewed by PROOF if requested in writing indicating the grounds of dissatisfaction. In a case where the decision is based on an audit report and where PROOF believes that reasonable grounds for a review exist, PROOF shall seek the advice of the Auditor who conducted the Audit and issued the Audit Report and thereafter may seek further advice of a more senior third party auditor and act on that advice when reviewing the decision.
- b. The above process will be managed by the Managing Director or his/her nominee with input from the PROOF Executive and/or a committee appointed by the PROOF Executive for that purpose. However, any decision will have to be in line with the auditors' final recommendation.
- c. In the event that PROOF maintains the decision to refuse certification or a licence to use the Certification Trade Mark, the aggrieved party may apply for a review to be conducted by an arbitrator appointed by mutual agreement or by the Chartered Institute of Arbitrators.

- d. In case of a dispute relating to any other issue, that is not specifically related to a recommendation made by an auditor, the Managing Director of PROOF will seek to resolve such a dispute within 30 days from being informed in writing that a dispute exists. If a resolution cannot be reached, the Managing Director will present the issues to the PROOF Executive or a committee appointed by the PROOF Executive for that purpose, to seek resolution of the dispute. If the dispute remains unresolved after 60 days from the time when it was notified in writing to the Managing Director, the aggrieved party may apply for a review to be conducted by an arbitrator appointed by mutual agreement or by the Chartered Institute of Arbitrators.

9. Conflict of Interest

- a. Members of the PROOF Executive or any committee appointed to assist in the delivery of this program will be required to abstain themselves of any involvement on behalf of PROOF in disputes and other matters that specifically involve their organisation, either directly or indirectly (e.g. if a contract farm disputes a matter, then the relevant processor will abstain him/herself from any discussions and decisions) and will not be present during the relevant discussions.

10. Governing Law

- a. Matters arising in relation to the Rules shall be governed and determined in accordance with the laws of the State of New South Wales.