



## **Pasturefed Cattle Assurance System (PCAS)**

### **Rules Governing the Use of the Certified Pasturefed Suite of Certification Marks**

Version 6.0

Date: 15 August 2016

© 2016 Cattle Council of Australia Inc

*Copyright protects this publication. Except for purposes by the Copyright Act, reproduction by whatever means is prohibited without prior written permission of the Cattle Council of Australia Inc.*

## RULES

For issue by Cattle Council of Australia Inc of Certificates for the use of four Trade Marks subject of Australian Trade Mark Registration No 1633986 in classes 29 and 31 in respect of:

Class: 29 Food preparations consisting principally of meat; Food preparations consisting principally of meat products; Food products made from meat; Meat; Meat extracts; Meat preparations; Meat products; Prepared meals consisting principally of meat; Processed meat products; Offal; Beef; Beef products

Class: 31 Live animals; Bred stock; Beef cattle; Animal feed

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1. DEFINITIONS

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

**Audit** means the systematic and independent examination to verify that a registered or Certified Producer is acting in accordance with these Rules and the PCAS Standards, this may be conducted as On-site Audits and/or Desktop Audits.

**Auditor** means a person allocated by an approved PCAS Certification Body to conduct Audits.

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

**Authorised User** means an individual or body who is a Certified Producer or who has been granted a Licence to use the Marks in accordance with one of the applicable Licences attached at Annexure 1.

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

**Cattle Council of Australia** refers to the Cattle Council of Australia Inc, ABN: 35 561 267 326.

**Cattle** means all domestic bovines e.g.: cows, bulls, steers, heifers and calves.

**Certificate** means any Certificate issued or renewed by PCAS Administration in accordance with these Rules.

**Certification** means the issuing of a certificate to a Producer that is operating in accordance with the requirements of PCAS and has implemented required on-farm practices and record keeping systems to meet the Standards and these Rules.

**Certification Body** means an organisation or organisations approved by PCAS Administration to conduct Audits against the PCAS Standards and these Rules and issue certificates indicating conformance.

**Certified Pasturefed Website** refers to the website located at the domain [www.pcaspasturefed.com.au](http://www.pcaspasturefed.com.au)

**Certified Producer** means a Producer which has attained Certification in accordance with these Rules and the PCAS Standards for one (1) or more Property Identification Codes (PIC)s under its management.

**Certified PIC** means the property, properties or parcel of land on which the Certified Producer produces Cattle.

**Desktop Audit** means the examination of a Certified Producer's records that may be conducted at a PIC or otherwise.

**Eligible Cattle** means cattle produced in a manner which complies with the PCAS Standards and these Rules.

**Ineligible Cattle** means cattle that cannot be demonstrated to comply with all aspects of the PCAS Standards and these Rules.

**Initial On-site Audit** means the On-site Audit first conducted in order for a Producer to obtain Certification.

**Licence Agreement** means the applicable one of the Licences attached as Annexure 1.

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

**LPA** means the Livestock Production Assurance Program operated by AUS-MEAT, ABN: 44 082 528 881.

**LPA NVD/Waybill** refers to the NVD.

**Marks** means the series of four Certified Pasturefed certification trade marks set out in Annexure 2, and the appellation "Certified Pasturefed".

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

**MSA** means Meat Standards Australia operated by Meat & Livestock Australia Limited, ABN: 39 081 678 364.

**Non-certified Producer** means a Producer which has not attained Certification in accordance with these Rules and the PCAS Standards.

**Non-certified PIC** means a property or parcel of land that is not subject to the requirements of the PCAS Standards and Rules.

**Non-certified Supplier** refer Non-certified Producer.

**NLIS** means the National Livestock Identification System operated by National Livestock Identification System Limited, ABN: 34 134 745 038.

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

**On-site Audit** means an Audit conducted at a PIC.

**PCAS** means the Pasturefed Cattle Assurance System operated by the Cattle Council of Australia or PCAS Administration, ABN: 35 561 267 326.

**PCAS Administration** means the Cattle Council of Australia or the body responsible for the administration of PCAS on behalf of the Cattle Council of Australia.

**PCAS Standards** mean the Standards that govern the certification of producers under PCAS.

**PCAS Non-Certified Supplier Declaration** means an approved declaration signed by a Non-certified Producer supplying Vendor Bred Cattle to a Certified Producer or producer prior to certification, that declares that the Vendor Bred Cattle supplied comply with the requirements of the PCAS Standards and these Rules.

**PCAS Vendor Declaration** means an approved declaration signed by Certified Producers that declares they comply with the requirements of PCAS, the PCAS Standards and these Rules.

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

**Processor** means a person involved in the business of processing or packaging products derived from cattle.

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

**Products** mean:

- Cattle produced on a PIC that is certified under PCAS and such live animals are sold as conforming to the PCAS Standards and these Rules.
- Meat, meat products, extracts and co-products derived from cattle produced on a PIC that is certified under PCAS and such live animals were sold as conforming to the PCAS Standards and these Rules.

**Provisional Certification** means the issuing of a provisional certificate to a Producer that is operating in accordance with the requirements of PCAS and has implemented required on-farm practices and record keeping systems to meet the Standards and these Rules. The Producer has undertaken a self-assessment which has been desk audited and the producer is awaiting an on-site audit to gain full certification.

**Purposeful Parallel Production** means a situation in which similar cattle are purposefully produced on a PIC under sourcing or management practices in which some are Eligible Cattle and some are Ineligible Cattle.

**Registered Producer** means a Producer that has registered with PCAS Administration but has not yet achieved Certification.

**Rules** means these rules.

**Show Cause Notice** means a notice issued in accordance with Rule 18, paragraph 18.2.2.

**Standards** means the PCAS Standards issued by PCAS Administration as amended from time to time.

**Vendor Bred Cattle** means cattle whose first sale is onto a Certified Pasturefed PIC, are less than eighteen (18) months old and has been raised in a manner that is consistent with the PCAS Standards.

**1.2. PRESUMPTIONS OF INTERPRETATION** For the purpose of these Rules, unless these Rules otherwise provide, all powers to be exercised by PCAS Administration may be exercised by the Chairman of the Cattle Council of Australia (or his nominee).

**1.3.** 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.

**1.4.** 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.

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

**1.6.** 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**

**2.1.** The Producer acknowledges that:

- a) The Cattle Council of Australia or its nominated representative administers the PCAS (PCAS Administration);
- b) these Rules evidence a binding legal agreement between the Producer and PCAS Administration; and
- c) any reference to rights or obligations under these Rules, includes rights and obligations of PCAS Administration.

## **3. REFERENCE MATERIAL**

**3.1.** Producer must at all times make the following documents available for reference by relevant personnel:

- a) These Rules and the PCAS Standards;
- b) the Usage Guidelines for the Certified Pasturefed Marks;
- c) the PCAS Vendor Declaration; and
- d) all other documents which PCAS Administration requires must be made available for reference.

## **4. MANAGEMENT RESPONSIBILITY**

**4.1.** Each Certified Producer must:

- a) ensure that it complies with these Rules and the PCAS Standards;
- b) permit an Auditor to Audit its management systems including records, facilities and other relevant information pertaining to these Rules and the PCAS Standards;

- c) provide PCAS Administration or its Authorised Representative/s with access to PICs occupied by the Producer at times reasonably required by PCAS Administration, or its Authorised Representative/s, for the purposes of reviewing the Producer's conformance with these Rules and the PCAS Standards;
- d) generally co-operate with an Auditor by providing any necessary resources and assistance as required by an Auditor to properly perform an Audit;
- e) pay all fees payable in connection with these Rules and the PCAS Standards; including but not limited to fees payable to PCAS Administration, its Authorised Representative/s, Certification Bodies and Auditors;
- f) train staff in the requirements of these Rules and the PCAS Standards;
- g) ensure that all records required by PCAS Administration are maintained; and
- h) ensure that action is promptly taken to remedy any non-conformances which are identified.

## **5. AUDITORS AND CERTIFICATION BODIES**

- 5.1.** Producers may only utilise the auditing and certification services of Certification Bodies that have been appointed by PCAS Administration.
- 5.2.** A list of approved PCAS Certification Bodies will be available on the Certified Pasturefed website ([www.pcaspasturefed.com.au](http://www.pcaspasturefed.com.au)) and the selection of a Certification Body is at the discretion of the Producer who will be required to enter into a contract with their chosen Certification Body.
- 5.3.** A Producer must notify PCAS Administration of their nominated Certification Body prior to an on-site audit, unless the producer agrees for PCAS Administration to organise the on-site audit. Should a Producer change Certification Bodies, then the Producer must notify PCAS Administration within fourteen (14) days of such change but prior to an on-site audit.
- 5.4.** A producer may not change Certification Body while unresolved non-conformances are in place unless otherwise approved by PCAS Administration.
- 5.5.** The Certification Body will appoint an Auditor to the Producer who may or may not be the same Auditor for every Audit.
- 5.6.** The Producer is responsible for paying all fees and charges identified through invoicing or other such advice and further described in Rule 6.

## **6. FEES**

- 6.1.** Each Producer wishing to apply for Certification will be required to pay a non-refundable administration fee per PIC, the price of which is determined by PCAS Administration;
- 6.2.** Each Producer wishing to maintain certification will be required to pay a non-refundable annual administration fee per PIC. The price of the annual administration fee is determined by PCAS Administration. PCAS Administration may collect this fee or the Producers approved PCAS Certification Body may collect this fee which will be remitted to PCAS Administration.

- 6.3. All application fees, administration fees and auditing costs will be borne solely by the Certified Producer wishing to obtain or maintain Certification.
- 6.4. Other Authorised Users of the Marks will be required to pay an annual licence fee as set by PCAS Administration.
- 6.5. All fees and charges are due within the terms identified through invoicing or other such advice. Failure to pay such fees and charges when due may result in the revoking of the certification status.
- 6.6. All fees and charges, excluding audit and certification fees, are determined by PCAS Administration and subject to change, industry will be notified of any changes by PCAS Administration.
- 6.7. Goods and Services Tax (GST) will be payable on all applicable fees and charges.

## **7. APPLICATION AND CONTINUATION**

### **7.1. Application for Certification**

- 7.1.1. Each Producer wishing to register one (1) or more PICs for the purpose of Certification must provide all information required by PCAS Administration for this purpose.
- 7.1.2. A Producer may be granted Certification by PCAS Administration for each nominated PIC upon completion of the required application procedures:
  - a) A Producer must apply for Certification online using the Certified Pasturefed Website.
  - b) The Producer will be required to pay online a non-refundable application fee per PIC in order to complete the application process.
  - c) Once registered, a Producer must complete a PCAS Pre-Audit Application and provide to one or all of the PCAS Certification Bodies.
  - d) The Producer has the option of Provisional Certification by completing an initial self-assessment with an authorized representative of a PCAS Processor. This self-assessment report is then submitted to PCAS Administration for desk auditing.
  - d) The Producer must have an Initial On-site Audit undertaken by an Auditor assigned to them by an approved PCAS Certification Body.
  - e) A Producer who has not registered using the process outlined in paragraph 7.1.2 a) and b) may not have an Initial On-site Audit undertaken until these requirements have been met and cannot be awarded Certification (including Provisional Certification) until such processes have been followed.

### **7.2. Granting of Initial Certification**

- 7.2.1. A Producer will be issued Provisional Certification only after:
  - a) conducting an initial self-assessment with the assistance of an authorized processor and the self-assessment report submitted to PCAS Administration; and
  - b) PCAS Administration has received the self-assessment report and conducted a Desktop Audit and has not identified any non-conformances with the PCAS standards or these rules;

- 7.2.2. If PCAS Administration identify any possible non-conformances the producer will not receive provisional certification and will require an On-site Audit to achieve certification;
- 7.2.3 Once a Producer has obtained Provisional Certificate they are eligible to trade as a Certified Producer.
- 7.2.4 PCAS Administration will organise an initial on-site audit of the Producer so they can achieve a full certificate. If the Producer wishes to organise an initial audit prior to PCAS Administration organising the on-site audit the producer must notify PCAS Administration as soon as the audit is organised. This audit must be conducted in line with section 15 of these rules.
- 7.2.5 A Producer with Provisional Certification may request one re-organisation of an on-site audit. If more then one organised on-site audit is refused then Provisional Certification will be revoked inline with paragraph 18.2.
- 7.2.5. A Producer will be issued a full certificate of conformance only after:
- a) The Initial On-site Audit has been completed; and
  - b) all major or critical non-conformances identified during the on-site audit have been closed out; or
  - c) an appropriate agreed management plan is in place to ensure the close out of any outstanding minor non-conformances over a timeframe that is acceptable to PCAS Administration.
- 7.2.6. An agreed management plan may be used to manage a major or critical non-conformances to minor non-conformances in order to progress initial certification. In such cases, PCAS Administration, may request further evidence at agreed timeframes to ensure the management plan has been enacted.

### **7.3. Continuation of Certification**

- 7.3.1. In order to maintain their Certification, a Certified Producer must ensure that for each PIC:
- a) all records relating to these Rules and the PCAS Standards are maintained;
  - b) they comply with these Rules, the PCAS Standards and any other requirements of PCAS Administration in connection with PCAS;
  - c) the annual administration fee is paid as due for every certified PIC;
  - d) an On-site Audit is undertaken annually, within 12 months commencing from the date of the Initial On-site Audit; and
  - e) all major and critical non-conformances identified during an Audit are closed out and an appropriate management plan is in place to ensure the close out of minor non-conformances over a timeframe that is acceptable to PCAS Administration.
- 7.3.2. Major and critical non-conformances may not be closed out through a management plan for continuing certification.



## 7.4. Period of Certification

- 7.4.1. While the audit timeframe required under the PCAS Standards and these Rules is annual, the period covered by certification is up to 13 months in order to allow Major Corrective Action Requests to be closed-out, hence:
- a) The audit due anniversary falls on the first of the month in which certification was granted.
  - b) Certification expiry falls on the last day of the month in which certification is granted.
- 7.4.2. The audit anniversary can be moved earlier for certified producers to align multiple audits with the same certification body.

## 7.5. Scope of Certification

- 7.5.1. There are four individual options for Certification;
- a) **Certified Pasturefed**  
Denotes conformance with Elements 1, 2, 3 and 4 in the PCAS Standards. This is the minimum compulsory requirement for any Certified Producer participating in PCAS.
  - b) **Certified Pasturefed +HGP-free**  
Denotes conformance with Elements 1, 2, 3, 4 and 5 in the PCAS Standards.
  - c) **Certified Pasturefed + Antibiotic-free**  
Denotes conformance with Elements 1, 2, 3, 4 and 6 in the PCAS Standards.
  - d) **Certified Pasturefed +HGP-free +Antibiotic-free**  
Denotes conformance with Elements 1,2 3, 4, 5 and 6 in the PCAS Standards.
- 7.5.2. Certification options are not intended to be hierarchical.
- 7.5.3. A Producer certified for one option cannot automatically claim another ("lower") certification option.

## 8. USE OF THE MARKS

- 8.1. The Certified Pasturefed series of certification trade marks as represented in Annexure 2 and the appellation "Certified Pasturefed" may only be used in connection with Products produced in conformance with the PCAS Standards.
- 8.2. A Certified Producer as defined in these Rules, is an Authorised User of the Marks and may use the Marks to denote their status as a Certified Producer of live cattle.
- 8.3. A Certified Producer may not use the Marks in relation to meat, meat products, extracts and co-products derived from cattle unless they have signed an Other User Licence Agreement with PCAS Administration.
- 8.4. A Processor is deemed to be an Authorised User of the Marks, provided they have signed a Processor Licence Agreement with PCAS Administration and procedures have been put in place to ensure that the Mark licensed is only used on such Products originating from Eligible Cattle sourced from a Certified Producer and sold as conforming to the PCAS Standards and these Rules.

- 8.5.** Other businesses or individuals may become Authorised Users of the Marks provided they have signed an Other User Licence Agreement with PCAS Administration.
- 8.6.** The Marks may only be used to designate quality, accuracy, suitability or other characteristics including origin and method of production.
- 8.7.** An Authorised User may only use the Marks as represented in Annexure 2 and only in accordance with the *Usage Guidelines for the Certified Pasturefed Marks* provided in Annexure 3.
- 8.8.** In using the Marks, an Authorised User may only use the relevant Mark that denotes the method of production of the animal or product from such animal, to which the Mark is being applied or inferred:
- a) **Certified Pasturefed**  
Applicable only to animals or products from animals that have meet the requires of Elements 1, 2, 3 and 4 in the PCAS Standards and the requirements of these Rules.
  - b) **Certified Pasturefed +HGP-free**  
Applicable only to animals or products from animals that have meet the requires of Elements 1, 2, 3, 4 and 5 in the PCAS Standards and the requirements of these Rules.
  - c) **Certified Pasturefed + Antibiotic-free**  
Applicable only to animals or products from animals that have meet the requires of Elements 1, 2, 3, 4 and 6 in the PCAS Standards and the requirements of these Rules.
  - d) **Certified Pasturefed +HGP-free +Antibiotic-free**  
Applicable only to animals or products from animals that have meet the requires of Elements 1,2 3, 4, 5 and 6 in the PCAS Standards and the requirements of these Rules.
- 8.9.** An Authorised User may only identify the Mark as a certification trade mark.
- 8.10.** If a Certified Producer:
- a) Voluntarily withdraws from PCAS; or
  - b) has its certification suspended, revoked or withdrawn; or
  - c) fails to maintain Certification through the process referred to in paragraph **7.3.1.**

in respect of one (1) or more PICs, the Producer must immediately stop using the Marks for those PICs.

## **9. NOTIFICATION OF CHANGE**

**9.1.** A Producer must notify PCAS Administration if it:

- a) Ceases to be the legal occupier of a PIC which was nominated in its original application; or
- b) receives notification in writing from a relevant authority that its PIC has been changed.

**9.2.** Notification must be provided to PCAS Administration within 28 days of the change occurring.

## **10. PCAS VENDOR DECLARATIONS**

**10.1.** Certified Producers must ensure that an accurately completed PCAS Vendor Declaration accompanies all movements of Cattle from a PIC to any other destination.

**10.2.** A PCAS Vendor Declaration must not be distributed or used by a Certified Producer unless it relates to the PIC that holds the certification.

## **11. PCAS NON-CERTIFIED SUPPLIER DECLARATION**

**11.1.** A Producer may source Vendor Bred Cattle from uncertified sources provided that such purchases of vendor bred cattle are accompanied by the approved PCAS Non-Certified Supplier Declaration or, if not accompanied with the consignment of livestock, then the PCAS Non-Certified Supplier Declaration is obtained within thirty (30) days of the cattle being received of the cattle onto the certified property, except in instances where a producer is seeking to verify introduced cattle on property prior to initial certification (including provisional certification).

**11.2.** For initial certification (including provisional certification), a Producer may obtain a PCAS Non-Certified Supplier Declaration retrospectively for introduced cattle on their property prior to the Initial On-Site Audit, or in the case of Provisional Certification prior to sending the self-assessment report to PCAS administration. In the case of initial certification, the PCAS Non-Certified Supplier Declaration must be available at the time of the Initial On-Site Audit or within a timeframe agreed with the Auditor. If the Producer chooses the Provisional Certification option the PCAS Non-Certification Supplier Declaration must be available and included in the self-assessment report to PCAS Administration.

**11.3.** The individual signing the PCAS Non-Certified Supplier Declaration must be the person who has been responsible for the husbandry or management of the animal since birth.

**11.4.** In signing the PCAS Non-Certified Supplier Declaration the supplier is agreeing that:

- a) they have read and understand the requirements of the PCAS Rules and Standards in relation to Vendor Bred Cattle.
- b) the animals have been treated in a manner consistent with the PCAS Standards and these Rules;
- c) the cattle are under eighteen (18) months of age; and
- d) the animals first sale of their life is onto a Certified PIC or a PIC transitioning to certification.

**11.5.** Animals identified on the PCAS Non-Certified Supplier Declaration must be correlated to the accompanying LPA NVD/Waybill/s.

## **12. RECOGNITION OF ANIMALS AT TIME OF CERTIFICATION**

- 12.1.** Cattle on a PIC prior to initial certification cannot be sold as Certified Pasturefed unless the Producer can show verifiable evidence, including relevant records, for the lifetime of each animal that demonstrates conformance with the PCAS Standards and these Rules and such evidence is available during an Initial On-site Audit and in the case of Provisional Certification submitted with the self-assessment report.
- 12.2.** Where the Producer has introduced livestock on the PIC and is unable to produce sufficient evidence to demonstrate conformance with the PCAS Standards and these Rules, then such animals must be deemed ineligible for certification.
- 12.3.** Certification may not be granted until the Producer can demonstrate to PCAS Administration's satisfaction that a method is in place to permanently visually identify animals based on eligibility status, the method of identification has been recorded and an inventory of cattle on the PIC is available and such an inventory reflects the number of eligible and ineligible cattle on the PIC at all times.
- 12.4.** Once an animal has been deemed ineligible, it may not be made eligible at any point in the future lifetime of that animal after the date of initial certification.

## **13. PURPOSEFUL PARALLEL PRODUCTION**

- 13.1.** Purposeful parallel production is deemed to occur where similar cattle are purposefully produced on the Certified PIC under sourcing or management practices in which some are Eligible Cattle and some are Ineligible Cattle for example the feeding on cereal grains to ineligible animals.
- 13.2.** Purposeful parallel production shall not be allowed, except as outlined below:
- a) In certain circumstances purposeful parallel production may be allowed based upon acceptable segregation of eligible and ineligible cattle, either in time or space or through a robust management system approved by PCAS administration. This must be achieved with appropriate records and management control, which can verify this segregation during audit;
  - b) Certified Producers seeking to operate purposeful parallel production must seek the approval of PCAS Administration to do so and submit such plans, documents or further information as required by PCAS Administration so as to satisfy PCAS Administration that no Ineligible Cattle will enter the Certified Pasturefed supply chain; and
  - c) such circumstances may require additional monitoring and auditing by PCAS Administration at the Certified Producers expense.

## **14. AGISTMENT**

- 14.1.** A Certified Producer may agist Cattle on another operator's property if that property's PIC has been included in the scope of Certification and an onsite audit has been conducted prior to the sale of Eligible Cattle or their return home.
- 14.2.** Emergency agistment on to a non-PCAS PIC will be considered on application to PCAS Administration.

## **15. PCAS AUDITS**

- 15.1.** The type and frequency of audits for Certified Producers is set by PCAS Administration:

- a) In order to obtain Provisional Certification, a Producer must complete and submit a self-assessment report, demonstrating that they operate in accordance with the requirements of PCAS and have implemented the required on-farm practices and record keeping systems to meet the Standards and these Rules. The self-assessment report will be desk audited by PCAS Administration and the producer is waiting for an on-site audit to gain full Certification.
- b) In order to obtain full Certification, a Producer must have an Initial On-site Audit conducted prior to Certification being awarded. In order to maintain Certification, a Producer must have an On-site Audit conducted every 12 months from the date of the previous On-site Audit. On-site Audits may be conducted in the manner described in paragraph 15.4; and
- c) at PCAS Administration's discretion, Desktop Audits may be utilised to supplement On-site Audits or provide further means of monitoring conformance with the PCAS Rules and Standards. Such Desktop Audits may be conducted in the manner described in paragraph 15.5.

**15.2.** When conducting On-site Audits or Desktop Audits, the Auditor will evaluate non-conformances in accordance with Table 1, Rule 16.

**15.3.** Auditing frequency and method may be subject to change at PCAS Administration's discretion and may include random and/or unannounced Audits.

#### **15.4. On-site Audits**

- 15.4.1. One or more Auditors may undertake On-site Audits of Registered or Certified Producers.
- 15.4.2. Auditors will be assigned to Registered or Certified Producers by the Producer's nominated PCAS Certification Body.
- 15.4.3. The Certified Producer's representative responsible for the husbandry and management of the animals as well as the representative responsible for the enterprises record keeping and management system must be available at the time of the On-site Audit. Failure for such representative/s to be available during the On-site Audit will result in the Auditor being unable to complete the On-site Audit and the Certified Producer being subject to a re-audit, at their cost.
- 15.4.4. An On-site Audit will be conducted in the following manner, or as directed by PCAS Administration from time to time:
  - a) On arrival at the PIC an Auditor will contact the Certified 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;
  - b) the Auditor will Audit the Certified Producer's on-farm practices and management systems including records, facilities and other relevant information pertaining to the PCAS Standards and these Rules to ensure that the Producer is complying with the PCAS Standards and these Rules;
  - c) Audit findings will be documented in an Audit report;
  - d) the Auditor will conduct an exit meeting with the Certified Producer's management representative; and

- e) the Auditor will provide a copy of the Audit report to PCAS Administration noting:
  - i. Whether the on-farm practices and 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, Rule 16;
  - iii. any matters that require rectification and follow-up arrangements if necessary; and
  - iv. whether the Certified Producer should be recommended to hold Certification.

### **15.5. Desktop Audits**

15.5.1. A Desktop Audit will be conducted in the following manner, or as directed by PCAS Administration from time to time:

- a) The Certified Producer will be notified that the PIC has been selected for a Desktop Audit, including an explanation of the process and provided with an opportunity to contact PCAS Administration if the Certified Producer has any questions regarding the Desktop Audit;
- b) PCAS Administration will, in consultation with the Certified Producer, confirm arrangements for the type and format of records required as part of the Desktop Audit;
- c) the Certified Producer will provide the Auditor with the records required for the purposes of the Desktop Audit;
- d) the Auditor will review the records supplied by the Certified Producer to ensure that matters set out in these Rules and the PCAS Standards are being complied with;
- e) the Desktop Audit findings will be documented as required by PCAS Administration; and
- f) at the conclusion of the Desktop Audit, the Auditor may advise the Certified Producer of the outcome of the Desktop Audit.

**16.1.** An Audit may uncover areas of non-conformance that are defined as those outlined in Table 1.

**16.2. Table 1: PCAS Non-conformance Definitions**

Non-conformance	Documented by	Definition
<b>Critical Non-conformance</b>	Documented on a Critical Incident Report	In the opinion of the Auditor or PCAS Administration: <ul style="list-style-type: none"> <li>a) May cause loss of integrity of the Australian meat and livestock industry or the PCAS;</li> <li>b) the PCAS Standards and these Rules have been compromised and assurances relating to production methods have been jeopardised; or</li> <li>c) a major non-conformance which has not been addressed by corrective action.</li> </ul>
<b>Major Non-conformance</b>	Documented on a Corrective Action Request	In the opinion of the Auditor or PCAS Administration: <ul style="list-style-type: none"> <li>a) has the potential to compromise assurances relating to production methods or impinge on the integrity of the Australian meat and livestock industry or the PCAS;</li> <li>b) there are enough non-conformances in an element to warrant a major non-conformances;</li> <li>c) if not addressed there would be potential for the non-conformances to further compromise the PCAS Standards or these Rules; or</li> <li>d) reoccurring minor non-conformances which have not been addressed by corrective action.</li> </ul>
Minor Non-conformance	Documented as an Observation on an Audit report	In the opinion of the Auditor or PCAS Administration: <ul style="list-style-type: none"> <li>a) there has been a variance from the PCAS Standards or Rules that is not likely to directly impinge on assurances relating to production methods or the integrity of the Australian meat and livestock industry or the PCAS.</li> </ul>

### 16.3. Critical Non-conformance

- 16.3.1. Where a Critical Non-conformance is identified, the non-conformance is described in a **Critical Incident Report**.
- 16.3.2. Where a Critical Incident Report is issued:
- a) Costs associated with conducting all necessary subsequent Audits may be charged to the Certified Producer;
  - b) PCAS Administration will consider the Critical Incident Report; and
  - c) PCAS Administration may do one or more of the following:
    - i. Seek additional information;
    - ii. issue a Show Cause Notice in accordance with paragraph 18.2.2;
    - iii. uphold the Critical Incident Report; or
    - iv. close the Critical Incident Report and issue a Corrective Action Request and determine in consultation with the Certified Producer a course of action to ensure that the Certified Producer is operating in accordance with these Rules and the PCAS Standards.
- 16.3.3. PCAS Administration may suspend or revoke Certification as described in paragraph 18.2.
- 16.3.4. Where PCAS Administration resolves to close the Critical Incident Report and issue a Corrective Action Request, paragraph 16.4 will apply.

### 16.4. Major Non-conformance

- 16.4.1. Where a Major Non-conformance is identified, the non-conformance is described on a **Corrective Action Request**.
- 16.4.2. Where a Corrective Action Request for a Major Non-conformance is issued:
- a) The Certified Producer must:
    - i. Remedy the non-conformance; and
    - ii. provide any documentation to the Auditor which it may require;
  - b) the Certified Producer may be subjected to an increased Audit frequency; and
  - c) costs associated with conducting all necessary subsequent Audits, may be charged to the Certified Producer.
- 16.4.3. Failure by a Certified Producer to correct a non-conformance within the timeframe specified by the Auditor may result in the Major Non-conformance being elevated to a Critical Non-conformance.
- 16.4.4. An agreed management plan may be used to manage a major or critical non-conformances to minor non-conformances in order to progress initial full certification. In such cases, PCAS Administration, may request further evidence at agreed timeframes to ensure the management plan has been enacted.



## 17. CERTIFICATION STATUS

17.1. Each Producer will be assigned a status by PCAS Administration in respect of each PIC registered with PCAS Administration.

17.2. The status assigned are described as follows:

- a) **Registered**  
The Producer has registered as described in paragraph 7.1.
- b) **Provisionally Certified**  
The Producer has achieved Provisional Certification and is meeting the requirements of the PCAS Standards and these Rules in respect of that PIC and is awaiting an on-site audit.
- c) **Certified**  
The Producer has achieved Certification and is meeting the requirements of the PCAS Standards and these Rules in respect of that PIC.
- c) **Expired**  
The Producer has not maintained Certification as provided in paragraph 7.3.1.
- d) **Suspended**  
Certification has been suspended from that PIC due to an issue of non-conformance with the PCAS Standards and/or these Rules. The Certified Producer will be informed of the non-conformance and have 30-days to resolve the issue and provide evidence of conformance.
- e) **Revoked**  
Certification has been revoked from that PIC by PCAS Administration due to an issue of non-conformance with the PCAS Standards and/or these Rules that has not been resolved within 30-days.
- f) **Withdrawn**  
Certification has been withdrawn voluntarily.

### 17.3. Sanctions

17.3.1. If a Producer has an Expired, Suspended, Revoked or Withdrawn status, PCAS Administration may impose sanctions, including any or all of the following:

- a) Rescind the Producers status as an Approved User of the Marks;
- b) Requested that the producer immediately cease using the Marks;
- c) Require the Producer to publish withdrawals of representations and/or corrective statements in the manner and form which is reasonably as directed by PCAS Administration and if the Producer does not comply with the requirement within 14 days of receiving notice from PCAS Administration, PCAS Administration may publish the withdrawal and/or statements and recover the costs of doing so from the Producer; and
- d) Change the status of the PIC on the public Register of Certified Pasturefed Properties.

17.3.2. Subject to Rule 18, the Producer must immediately comply with the sanction/s imposed by PCAS Administration.

- 17.3.3. If PCAS Administration requires the Producer to stop using the Mark in accordance with this clause, any and all fees paid by the Producer in respect of their Certification are forfeit to PCAS Administration.

## 18. CESSATION OF CERTIFICATION

### 18.1. Voluntary Withdrawal

- 18.1.1. A Certified Producer may, by written notice to PCAS Administration, request withdrawal of Certification with respect to one (1) or more PICs at any time.
- 18.1.2. Withdrawal is effective upon receipt by PCAS Administration of the notice.
- 18.1.3. Where a Certified Producer voluntarily withdraws from Certification in respect of one (1) or more PICs, the Certified Producer may reapply for Certification in accordance with Rule 19.

### 18.2. Suspension or Revoking of Certification

- 18.2.1. PCAS Administration may suspend or revoke Certification (including Provisional Certification) from a Certified Producer for one (1) or more PICs if:

- a) PCAS Administration becomes aware of a situation which in its view compromises the integrity of the PCAS;
- 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 have an on-site audit conducted within the 12 month timeframe provided in paragraph 7.3.1.
- d) the Producer fails to maintain conformance with the PCAS Standards and/or these Rules or fails to take specified corrective action;
- e) the Producer fails to pay any fees associated with the PCAS;
- f) the Producer supplies false information, claims or documentation;
- g) the Producer ceases to have responsibility for Cattle on that PIC; h)

PCAS Administration upholds a Critical Incident Report

- i) PCAS Administration considers that the Certified Producer is unable or unwilling to comply with these Rules, the PCAS Standards or any further PCAS requirements; or
  - j) PCAS Administration considers that matters have occurred, or are likely to occur, on a PIC which may prejudice the reputation of PCAS Administration, the interests of the Australian meat and livestock industry or the PCAS program.
- 18.2.2. If any of the matters set out in paragraph 18.2.1 occur, PCAS Administration may suspend Certification for one (1) or more PICs and issue a **Show Cause Notice** to the Certified Producer stating:
- a) The grounds on which the notice is given; and

- b) that the Certified Producer must give PCAS Administration a written statement within 14 days of receipt of the notice showing cause why Certification should not be suspended and that, if the Certified Producer fails to respond to the notice, its Certification may be revoked.

18.2.3. PCAS Administration will:

- a) Consider any written submission made by the Certified Producer pursuant to paragraph 18.2.2;
- 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 revoke Certification; or
  - iii. to take such other steps with regards to Certification as PCAS Administration considers appropriate in the circumstances.

18.2.4. PCAS Administration may adopt such procedures in deciding whether or not to suspend or revoke Certification (including Provisional Certification) as it considers necessary. These procedures may vary from time to time as, in the opinion of PCAS Administration, the circumstances require.

18.2.5. If Certification for one (1) or more PICs is suspended or revoked, or PCAS Administration makes any other decision in accordance with paragraph 18.2.3(c), PCAS Administration will notify the Producer in writing.

18.2.6. If Certification for one (1) or more PICs is suspended or revoked, the Producer's status on the Register of Certified Pasturefed Properties will be amended as applicable, in respect of those PICs.

## 19. REAPPLYING FOR CERTIFICATION

19.1. Procedures for reapplying for Certification are as follows:

### a) Voluntary Withdrawal

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

### b) Loss of Certification as a Result of Suspension or Revoking by PCAS Administration

- i. Where a Producer has its Certification suspended or revoked by PCAS Administration for one (1) or more PICs, an application for Certification for those PICs cannot be made until 28 days after the date Certification was revoked. After this period has elapsed, an application for Certification may be made to PCAS Administration.
- ii. In assessing any such application, PCAS Administration will consider those matters that exist or are likely to occur on the PIC which may prejudice the reputation of PCAS Administration, the interests of the Australian meat and livestock industry or the PCAS.

## **20. RIGHT OF APPEAL**

- 20.1.** Any refusal to grant Certification or any suspension or revoking of any such certification is subject to a right of appeal by the affected Producer to PCAS Administration.
- 20.2.** If the dispute is not resolved within 14 days of submission of the dispute to PCAS Administration, or such other time as PCAS Administration determines, paragraphs 20.3-20.5 will apply.
- 20.3.** Either party may, within 14 days after expiry of the period referred to in paragraph 20.2, request the President of the Law Society or equivalent in their State, or his nominee, to appoint an expert to determine the dispute.
- 20.4.** 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; and
  - c) the experts' decision is conclusive, final and binding on the parties (except in the case of manifest error).
- 20.5.** The parties must pay the costs of the determination as determined by the expert.

## **21. USE OF INFORMATION**

- 21.1.** The Producer acknowledges that PCAS Administration may use information concerning the Producer or the PIC of the Producer obtained in connection with these Rules in such a manner as PCAS Administration considers appropriate for the purposes of the PCAS. PCAS Administration may publish or disclose any such information PCAS Administration considers necessary or desirable for the purposes of the PCAS, including information relating to a Producer's Certification status.
- 21.2.** All information collected by PCAS Administration in relation to the PCAS is managed in accordance with the PCAS Privacy Statement set out in Rule 23.

## **22. REGISTER**

- 22.1.** PCAS Administration will maintain a Register of Certified Pasturefed Properties which will include details of the name, address and PIC information for each Certified Producer's property, the date of certification, the username allotted to each such Certified Producer and other such details that PCAS Administration may wish to include from time to time in the Register.
- 22.2.** Certain information contained in the Register will be made available to the general public to enable consumers to determine the Certification status of a Producer.

## **23. PCAS PRIVACY STATEMENT**

- 23.1.** The information collected in the normal course of business by PCAS Administration may be personal information. It is collected and disclosed for the purposes of the PCAS and PCAS Administration's business purposes.
- 23.2.** PCAS Administration respects the privacy of individuals. Generally PCAS Administration 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 Cattle Council of Australia or his/her nominee, may at his/her discretion authorise the release of personal information.

## **24. INDEMNITY**

**24.1.** The Producer indemnifies PCAS Administration against all damages, losses, costs and expenses incurred by them arising out of:

- a) Any non-conformance by the Producer with these Rules, the PCAS Standards or any other PCAS requirements; or
- b) any act or omission of the Producer in connection with the PCAS,

except to the extent such damages, losses, costs and expenses were caused by PCAS Administration.

## **25. VARIATIONS AND NOTICES**

**25.1.** PCAS Administration may from time to time amend these Rules or the PCAS Standards.

**25.2.** Where PCAS Administration proposes to amend these Rules or the PCAS Standards, PCAS Administration must notify Certified Producers and Authorised Users of its intention, such notice may be given on the Certified Pasturefed Website. A variation takes effect on the earlier of:

- a) If PCAS Administration sends a notice, 7 days after PCAS Administration sends the notice, or from any other date specified in the notice; or
- b) if notice is given on the Certified Pasturefed Website, 14 days after the amendments are displayed on the Certified Pasturefed Website.

**25.3.** A variation takes effect despite any accidental failure to give notice to a Certified Producer or Authorised User.

**25.4.** A notice under this agreement must be in writing and may be given on the Certified Pasturefed Website.

## Annexure 1 – Licence Agreements

### Pasturefed Cattle Assurance System PROCESSOR LICENCE AGREEMENT

---

**THIS AGREEMENT** is made the [date] day of [month] 20[YY]

**BETWEEN Cattle Council of Australia Inc ABN 35561 267 326** of NFF House, 14-16 Brisbane Ave, Barton ACT 2600 ("CCA") **AND [Company] ABN [ABN]** of [address], [City], [State], [Post Code] ("Authorised User").

---

#### Application

CCA is the owner of the marks: Certified Pasturefed, Certified Pasturefed +HGP-free, Certified Pasturefed +Antibiotic-free and Pasturefed +HGP+Antibiotic-free which includes the appellations and devices ("Marks"), as represented in the Pasturefed Cattle Assurance System ("PCAS") Rules Governing the Use of the Certified Pasturefed Suite of Certification Marks ("Rules").

These Marks are used to certify the production methods pertaining to cattle and the products from such cattle to which they are applied. The certified production methods are those which are outlined in the PCAS Standards.

CCA does not use the Marks itself but will licence the Authorised User to use the Marks according to the terms and conditions set out in this agreement and the Rules and on the basis that the Authorised User is able to meet these terms and conditions.

The Authorised User applies for a licence to use the Marks by completing and signing this agreement and by paying the annual licence fee of \$1.00 (the receipt of which sum CCA acknowledges). CCA will grant the licence when CCA or its agent signs this agreement.

#### Terms and Conditions

The Authorised User agrees to only apply the Marks to cattle and products derived from cattle that have for their whole life been managed on properties certified under PCAS, as evidenced by an accompanying fully completed PCAS Vendor Declaration, and have continued to be managed according to the PCAS Standard until the point of sale or slaughter.

This licence continues in force from the date of signing unless terminated by either party by giving 14 days notice in writing.

#### Agreement

Signed for and on behalf of CCA by:

Signed for and on behalf of [Company]:

\_\_\_\_\_

\_\_\_\_\_

Authorised person's name

Authorised person's name

\_\_\_\_\_

\_\_\_\_\_

Authorised person's signature

Authorised person's signature

\_\_\_\_\_

\_\_\_\_\_

Date

Date

**Pasturefed Cattle Assurance System  
OTHER USER LICENCE AGREEMENT**

---

**THIS AGREEMENT** is made the [date] day of [month] 20[YY]

**BETWEEN Cattle Council of Australia Inc ABN 35561 267 326** of NFF House, 14-16 Brisbane Ave, Barton ACT 2600 ("CCA") **AND [Company] ABN [ABN]** of [address], [City], [State], [Post Code] ("Authorised User").

---

**Application**

CCA is the owner of the marks: Certified Pasturefed, Certified Pasturefed +HGP-free, Certified Pasturefed +Antibiotic-free and Pasturefed +HGP +Antibiotic-free which includes the appellations and devices ("Marks"), as represented in the Pasturefed Cattle Assurance System ("PCAS") Rules Governing the Use of the Certified Pasturefed Suite of Certification Marks ("Rules").

These Marks are used to certify the production methods pertaining to cattle and the products from such cattle to which they are applied. The certified production methods are those which are outlined in the PCAS Standards.

CCA does not use the Marks itself but will licence the Authorised User to use the Marks according to the terms and conditions set out in this agreement and the Rules and on the basis that the Authorised User is able to meet these terms and conditions.

The Authorised User applies for a licence to use the Marks by completing and signing this agreement and by paying the annual licence fee of \$1.00 (the receipt of which sum CCA acknowledges). CCA will grant the licence when CCA or its agent signs this agreement.

**Terms and Conditions**

The Authorised User agrees to only apply the Marks to meat, meat products, extracts and co-products derived from cattle that have for their whole life been managed on properties certified under PCAS, as evidenced by an accompanying fully completed PCAS Vendor Declaration, and have continued to be managed according to the PCAS Standard until the point of sale or slaughter.

This licence continues in force from the date of signing unless terminated by either party by giving 14 days notice in writing.

**Agreement**

Signed for and on behalf of CCA by:

Signed for and on behalf of [Certified Producer]:

\_\_\_\_\_  
**Authorised person's name**

\_\_\_\_\_  
**Authorised person's name**

\_\_\_\_\_  
**Authorised person's signature**

\_\_\_\_\_  
**Authorised person's signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

## Annexure 2 - Certified Pasturefed Series of Certification Marks

The suite of Certified Pasturefed Certification Marks is not intended to be a consumer-facing brand; but rather, the Marks and the appellations support primary brands. Usage of these Marks is underpinned by a set of rules and usage guidelines.



Variations based on Certification scope:





**Annexure 3 - Usage Guidelines for the Certified Pasturefed Marks**