



Livestock Production Assurance

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

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INTRODUCTION

The Livestock Production Assurance (LPA) Program is the on-farm assurance program that underpins food safety, biosecurity and market access for Australian red meat. Accredited Producers fulfil the requirements of the LPA Standards and these Rules.

The LPA Standards originated with a focus on food safety. The coverage of the LPA Standards has expanded and today, the LPA Program encompasses key elements such as biosecurity and animal welfare.

Over time, the LPA Program may expand to cover other areas required to ensure continued and competitive market access for the Industry.

A fundamental component of the LPA Program is that all livestock-producing properties have a Property Identification Code (PIC), that is allocated by their state or territory government. Each time livestock are moved onto and off a PIC they are required to be accompanied by a form of movement documentation that details the originating and destination PICs and the movement must be recorded on the National Livestock Identification System (NLIS) database, to meet state and territory legislative requirements.

For PICs that are covered by LPA accreditation, this livestock movement documentation is called an LPA National Vendor Declaration (NVD). NVDs communicate the description of livestock, food safety and treatment status of every animal every time it moves between PICs along the value chain – from farms and feedlots to saleyards and processors. NVDs can be completed in hardcopy or electronic form or through the eNVD mobile application.

Under LPA, Producers with a PIC can apply for Accreditation and self-declare their conformity with the LPA Accreditation Requirements. Acceptance of their application for Accreditation results in the Producer becoming an Accredited Producer and nominated PICs becoming Accredited.

The LPA Administrator evaluates an Accredited Producers conformity with the LPA Standards and Rules by conducting independent evaluation and ongoing monitoring activities, including audits, on a selection of Accredited Producers annually.

Any nonconformities raised during an evaluation or monitoring are required to be addressed by the Accredited Producer or they may have their Accreditation or the Accreditation of a PIC suspended or withdrawn. Suspension or withdrawal prohibits the Producer from using NVDs and means their livestock may not be accepted into the red meat value-chain.

Accredited Producers are required to complete reaccreditation every two years.

SCOPE

The purpose of LPA is to provide assurances that on-farm practices that underpin food safety, biosecurity and market access for Australian red meat production are being applied.

The scope of LPA is the accreditation of Australian Livestock Producers that fulfil the LPA Accreditation Requirements in relation to:

- a) Property risk assessment
- b) Safe and responsible animal treatments
- c) Stock foods, fodder crops, grain and pasture treatments
- d) Preparation for dispatch of livestock
- e) Livestock transactions and movements
- f) Biosecurity
- g) Animal welfare



1. DEFINITIONS AND INTERPRETATION

- 1.1. In accordance with the ISO/IEC Directives, Part 21, the following forms of expression are used under LPA:
 - ‘shall’ indicates a requirement;
 - ‘should’ indicates a recommendation;
 - ‘may’ indicates a permission;
 - ‘can’ indicates a possibility or a capability.
- 1.2. The notes contained in these Rules offer clarification or examples to facilitate understanding of the concepts described. In certain cases, the notes may differ in different languages for linguistic reasons, or additional notes may be given.

Definitions

- 1.3. **Accreditation** means the recognition a Producer is operating in accordance with the Accreditation Requirements and has implemented management systems to meet the Accreditation Requirements.
- 1.4. **Accredited Producer** means a Producer which has attained and maintained Accreditation in accordance with the Accreditation Requirements for one or more PICs under its management or use.
- 1.5. **Accredited PIC** means the PIC and User ID combination under management or use of an Accredited Producer that has been assigned an Accredited Status by LPA Administration.
- 1.6. **Accreditation Requirements** means those requirements identified in section 3 of this document.
- 1.7. **Accreditation Status** means a condition assigned to an Accredited Producer by LPA Administration in accordance with section 7.1 of this document.
- 1.8. **Application Form** means an application for **Accreditation** as prescribed by LPA Administration, which may be completed online.
- 1.9. **Audit** means the systematic and independent examination of an Accredited Producer’s management system and premises to determine whether the Accredited Producer is acting in accordance with the Accreditation Requirements.
- 1.10. **Audit Report** means the documented report issued by an Auditor which details the extent to which the Accreditation Requirements have been conformed to by an Accredited Producer following an LPA Evaluation undertaken by that Auditor.
- 1.11. **Auditor** means a person approved by the LPA Administration to conduct Audits that meets the requirements in Annex 1.
- 1.12. **Authorised Representative** means a person authorised to act on behalf of LPA Administration.
- 1.13. **Authorised User** means a person authorised by the legal occupier of a PIC to use the PIC for the purposes of Accreditation.

EXAMPLE This may include the following arrangements:

 - Agistment
 - Share farming
 - Leasing
- 1.14. **Authorised Party** means a person authorised by an Accredited Producer or Authorised User to act on their behalf with respect to that Accredited Producer’s or Authorised User’s Accreditation.
- 1.15. **Authority** means any government or governmental, quasi-governmental, administrative or judicial body, department, commission, authority, agency or other entity.
- 1.16. **Cattle** means cattle as defined in the Australian Meat and Livestock Industry Act 1997.
- 1.17. **Confidential Information** means in relation to a party, all trade secrets and know-how, financial information and other commercially valuable information of whatever description and in whatever form.

- 1.18. **Corporations Act** means the *Corporations Act 2001* (Cth).
- 1.19. **Documented Information** means information required to be controlled and maintained by an Accredited Producer in accordance with Accreditation Requirements and the medium on which it is contained.
- NOTE 1 Documented Information can be in any format and media and from any source.
- NOTE 2 Documented Information can refer to, without limitation:
- the management system including related processes;
 - information created in order for the organization to operate (documentation); and
 - evidence of results achieved (records e.g. NVDs).
- 1.20. **Document Review** means the examination of an Accredited Producer's Documented Information and records, whether conducted at a PIC or otherwise.
- 1.21. **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) Program.
- 1.22. **Goods and Services Tax (GST)** means a tax payable in accordance with the A New Tax System (Goods and Services Tax) Act 1999.
- 1.23. **Harvested Rangeland Goat** means a goat that has been captured from a wild state, that has not been born as a result of a managed breeding program and has not been subjected to any animal husbandry procedure or treatment.
- 1.24. **Hormonal Growth Promotants (HGP)** means a veterinary medicine product, registered in Australia to increase the growth or productivity of Livestock through an oestrogenic, androgenic, gestagenic or thyrostatic effect.
- 1.25. **Industry** means the Meat and Livestock industry as defined in the Australian Meat and Livestock Industry Act 1997.
- 1.26. **Infringement** means any actual, suspected or threatened infringement of the Logo or related passing off or breach of the *Competition and Consumer Act 2010* (Cth) or any State Fair Trading Act.
- 1.27. **Integrity Program** means any accreditation, certification, compliance, verification, or conformity assessment program or similar that a Producer may also be party to.
- 1.28. **Integrity Systems Company** means Integrity Systems Company Limited ABN 34 134 745 038.
- 1.29. **Introduced Livestock** means livestock moved onto a PIC that were not born on that PIC.
- 1.30. **Invalid NVD** means an NVD that has been withdrawn from use and is included on the List of Invalid NVDs in Annex 3.
- 1.31. **Learning** means the knowledge, information and assessments provided by LPA Administration in relation to the LPA Accreditation Requirements.
- 1.32. **Livestock** means live-stock as defined in the Australian Meat and Livestock Industry Act 1997 and the following species: cattle, sheep, goats, buffalo, alpacas; llamas.
- 1.33. **Logo** means the LPA trademark, registration number 976775, a copy of which is set out in Annex 4.
- 1.34. **LPA Administration** means Integrity Systems Company.
- 1.35. **LPA Database** means the database used by LPA Administration to manage LPA.
- 1.36. **LPA Evaluation** means any activity that enables a determination to be made as to whether the Accredited Producer conforms to the Accreditation Requirements.
- 1.37. **LPA Program** means LPA or the Livestock Production Assurance Program.
- 1.38. **LPA Register** means the register referred to in clause 0 of this document.
- 1.39. **Management Representative** means the individual person responsible for the day-to-day adherence to the Accreditation Requirements of an Accredited Producer or Accredited PIC.
- 1.40. **Mandatory Module** means LPA Accreditation Requirements that all Livestock Producers seeking Accreditation must demonstrate conformity to underpin declarations made on NVDs.

- 1.41. **Meat** means the dressed carcase and carcase parts of Livestock as defined in the Australian Standard for the Hygienic Production and Transportation of Meat and Meat Products for Human Consumption (AS 4696:2023).
- 1.42. **Meat & Livestock Australia (MLA)** means Meat & Livestock Australia Limited ABN 39 081 678 364.
- 1.43. **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.
- 1.44. **MLA Group** means MLA and its Related Bodies Corporate, including the Integrity Systems Company.
- 1.45. **MRL** means a maximum residue limit set by the Australian Pesticides and Veterinary Medicines Authority.
- 1.46. **NLIS** means the National Livestock Identification System which is Australia's system for the identification and traceability of livestock.
- 1.47. **NLIS Database** means the database for the NLIS as managed, operated and administered by Integrity Systems Company.
- 1.48. **Notice of Concern** means a notice issued to an Accredited Producer by LPA Administration in relation to a concern about the Accredited Producer's conformity with the Accreditation Requirements.
- 1.49. **Notifiable Residue** means a residue that is detected in Meat at a level that is above the MRL or ML.
- 1.50. **NRS** means the National Residue Survey.
- 1.51. **NVD** means a current National Vendor Declaration displaying the Logo, whether in hard copy or electronic form issued by LPA Administration.
- NOTE The term eNVD may be used to distinguish a hard copy NVD from an electronic form.
- 1.52. **Personal Information** has the same meaning given to it as in the Privacy Act 1988 (Cth).
- 1.53. **Physical Contaminant** means the presence of injurious physical objects in Meat with the potential to cause an adverse effect in humans.
- 1.54. **PIC** means a Property Identification Code. An eight-character code assigned by a state or territory government authority to a registered landowner or occupier covering a parcel of land within the one locality, operating as part of a livestock enterprise. A PIC forms the basis of LPA Accreditation.
- 1.55. **Producer** means the legal occupier or Authorised User of a PIC involved in the production of Livestock in Australia. For LPA purposes this definition includes feedlots but does not include meat processors.
- 1.56. **Reaccreditation** means the process required under LPA to maintain Accreditation.
- 1.57. **Registered Goat Depot** means a State or Territory approved holding facility used to hold goats between the place of capture and the next destination. Registered Goat Depots must adhere to the Industry NLIS Standards for Operating a Goat Depot and Harvested Rangeland Goat Module.
- 1.58. **Related Bodies Corporate** has the same meaning given to it in the Corporations Act.
- 1.59. **Remote Audit** means an Audit, which is conducted using technology and not at the premises of an Accredited PIC.
- 1.60. **Rules** means these rules.
- 1.61. **Self-assessment** means a series of questions as prescribed by LPA Administration a Producer is required to answer. Completing the Self-assessment may include submitting Documented Information.
- 1.62. **Show Cause Notice** means a notice issued by the LPA Administration to an Accredited Producer requesting the Accredited Producer provide a justification or explanation relating to the matters contained in the notice.
- 1.63. **Standards** means the LPA Standards issued by Integrity Systems Company.
- 1.64. **Suspended Producer** means an Accredited Producer that has had Accreditation suspended by LPA Administration.

- 1.65. **Taskforce** means the Supply Chain Taskforce, comprising Industry stakeholder representatives, established to advise LPA Administration in relation to the Accreditation Requirements.
- 1.66. **Terms of Use** means the terms of use for the NLIS Database.
- 1.67. **User ID** means the unique identification assigned by LPA Administration to a Producer or Authorised Users' PIC that is used to log into the LPA Database.
- 1.68. **Voluntary Module** means a module in addition to the mandatory modules of the LPA Accreditation Requirements that an Accredited Producer may choose to demonstrate conformity to in order to validate additional declarations about livestock on NVDs.
- 1.69. **Withdrawn Producer** means a Producer that has had Accreditation withdrawn by LPA Administration.

Presumptions of interpretation

- 1.70. For the purpose of these Rules, unless these Rules otherwise provide, all powers to be exercised by the Taskforce may be exercised by its Chair (or the Chair's nominee).
- 1.71. A reference to a person includes the person's successors and permitted assigns.
- 1.72. A reference to a person who holds an office includes (as the case requires) the person who holds:
- i that office from time to time;
 - ii a corresponding office in another jurisdiction; or
 - iii an office that replaces the nominated office from time to time.
- 1.73. A word which denotes:
- iv the singular denotes the plural and vice versa; and
 - v a person includes an individual, a body corporate and a government.
- 1.74. A reference to a paragraph or an Annex is a reference to a paragraph of or an Annex to these Rules.
- 1.75. A reference to any other agreement, terms of use, rules, policy, or document, where amended or replaced, means that agreement, terms of use, rules, policy, or document as amended or replaced.



2. PARTIES ASSOCIATED WITH THE LPA PROGRAM

2.1. Operation of the LPA Program is undertaken through the involvement of the following parties:

- a) LPA Administration;
- b) Producers;
- c) Auditors;

2.2. These Rules form part of the legally enforceable agreements which exist between the above parties.

3. ACCREDITATION REQUIREMENTS

General

3.1. The LPA Accreditation Requirements are:

- a) LPA Rules (the 'Rules' – this document);
- b) LPA Standards (the 'Standards'), including the following mandatory modules:
 - i. Property risk assessment
 - ii. Safe and responsible animal treatments
 - iii. Stock foods, fodder crops, grain and pasture treatments
 - iv. Preparation for dispatch of livestock
 - v. Livestock transactions and movements
 - vi. Biosecurity
 - vii. Animal welfare

NOTE LPA Administration may specify modules as being either mandatory or voluntary.

- c) any further requirements set by LPA Administration associated with assessing the Accredited Producer's conformity with LPA, including corrective actions to address nonconformities;
- d) any additional requirements set by LPA Administration associated with the Producer's use of the LPA Logo; and
- e) all instructions and communications made from time-to-time by LPA Administration notified to the Producer, including any:
 - i. interpretations of the Rules and Standards;
 - ii. payment of all applicable fees, charges and disbursements that may be established and revised from time-to-time; and
 - iii. policies, procedures, instructions, forms and other documents that are necessary for the administration and operation of LPA.

4. APPLICATION OF RULES

4.1. Each Producer acknowledges that:

- a) Integrity Systems Company administers the LPA Program;
- b) these Rules are a binding, valid and enforceable legal agreement between each Producer and Integrity Systems Company; and
- c) any reference to rights or obligations of the Taskforce under these Rules, includes rights and obligations of Integrity Systems Company.

5. OBLIGATIONS

LPA Administration

5.1. LPA Administration shall:

- a) maintain and periodically review the Accreditation Requirements and recommend changes to the Taskforce for endorsement;
- b) notify any changes regarding the Accreditation Requirements to the parties involved and set any transition deadlines or other arrangements;
- c) identify and manage risks associated with administration of the LPA Program, including the integrity of the LPA Program, risks to impartiality and reputation of the Industry;
- d) maintain finances, reserves and insurances to ensure ongoing operation of the LPA Program and to cover any liabilities arising from its administration;
- e) set fees and charges associated with the LPA Program, and invoicing and receipting all relevant fees and charges associated with Producers;
- f) approve, appoint and monitor the performance of Auditors;
- g) ensure the follow up of nonconformities and corrective action requests within the timeframes specified related to LPA Evaluations;
- h) administer and operate the LPA Program in accordance with these Rules in an impartial and objective manner, using a documented management system;
- i) manage data, information and confidentiality requirements;
- j) provide a secure document management and exchange platform, and any supporting information technology infrastructure and databases (including the LPA Database and LPA Register) for use by Producers, LPA Administration and Auditors;
- k) maintain terms of reference and support any necessary committees for the administration of the LPA Program, including the Taskforce;
- l) manage direct communication and receive registrations from Producers for Accreditation;
- m) coordinate and monitor ongoing conformity with the Accreditation Requirements through LPA Evaluation activities;
- n) receive and action complaints using its complaints handling and dispute resolution procedure;
- o) provide communications, monitor performance, report and periodically review the impacts and outcomes of the LPA Program to the Taskforce; and
- p) deal with any correspondence, media enquires or other communications about the LPA Program, including any instances of incorrect, inappropriate or misleading references to Accreditation.

Producers

5.2. Each Producer shall:

- a) register with LPA Administration and hold an Accredited Status in accordance with clauses 6 and 7 to utilise NVDs;
- b) make the following documents available to its relevant personnel for reference:
 - i. these Rules;
 - ii. the Standards;
 - iii. the relevant NVD; and
 - iv. all other documents that LPA Administration may specify shall be made available for reference;
- c) ensure that they comply with the Accreditation Requirements;
- d) ensure that Livestock described on an NVD are checked against the relevant Accreditation Requirements and that all information on the NVD is accurate and complete;

- e) permit LPA Administration, its Authorised Representative or an Auditor to:
 - v. Audit its management systems including records, facilities and other relevant information pertaining to the Accreditation Requirements; and
 - iv. access PICs occupied by the Producer at times reasonably required by LPA Administration, its Authorised Representative or an Auditor, for the purposes of reviewing the Producer's conformity with the Accreditation Requirements;
- f) generally co-operate with LPA Administration, its Authorised Representative or an Auditor:
 - i. by providing any necessary resources and assistance as reasonably required to properly perform an Audit; and
 - ii. to investigate and respond to any concerns over fulfilment of Accreditation Requirements, including any concerns arising from complaints or supply chain feedback;
- g) train its personnel in the Accreditation Requirements and their application;
- h) ensure that all Documented Information required by LPA Administration are maintained and submitted upon request;
- i) complete the LPA Reaccreditation process as required by LPA Administration;
- j) ensure that its contact information provided to LPA Administration is correct and updated online or by written notice to LPA Administration within seven days of any change;
- k) ensure that corrective action is undertaken to remedy any identified nonconformities in the timeframe prescribed;
- l) follow any policies or other directions in relation to the use of any administrative tools or systems that LPA Administration may make available.

NOTE Administrative tools or systems can include but are not limited to the LPA Database, eNVDs, the eNVD mobile application and the NLIS database.

- m) only make a "whole of life" claim or other assurances regarding PIC history, drug treatments, animal husbandry conditions, handling, production methods or geographical or provenance references of Introduced livestock to any other person when:
 - i. verifiable systems or Documented Information supporting those claims (such as written and signed statements from all previous vendors) is available and retained; and
 - ii. animals associated with such claims maintain a lifetime traceability status on the NLIS Database.

Auditors

5.3. Auditors shall:

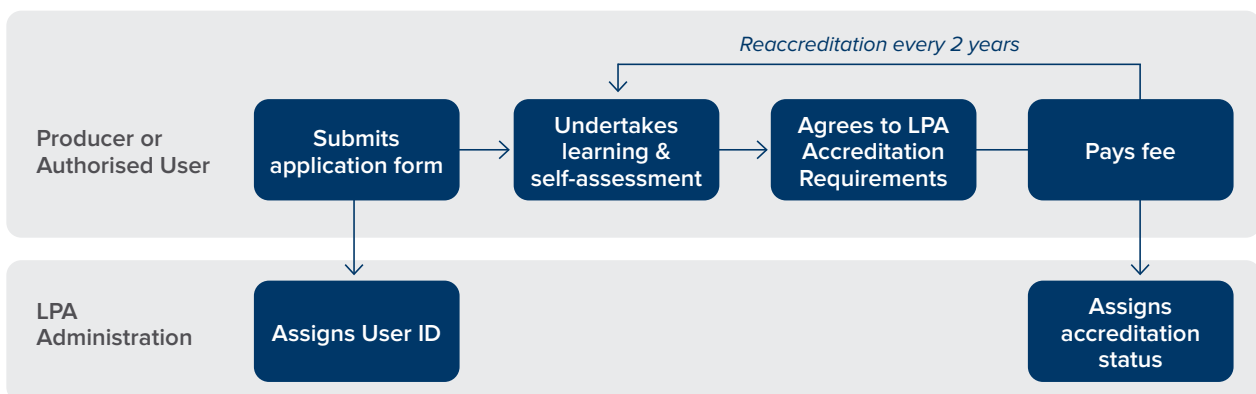
- a) demonstrate the competencies in Annex 1;
- b) be approved by LPA Administration to conduct LPA Evaluation activities diligently and professionally, including:
 - i. conducting LPA Evaluation activities in accordance with the Accreditation Requirements;
 - ii. documenting observations, nonconformities and evidence from LPA Evaluation activities using the prescribed method;
 - iii. preparing the Audit Report in the prescribed format;
 - iv. providing the Audit Report to the Producer and LPA Administration within the timeframes specified;
 - v. any other activities as directed by LPA Administration;
- c) avoiding any perceived or real conflict of interest. For the avoidance of doubt, this includes ensuring there has been no relationship with Accredited Producers within the previous 24 months (e.g. as a business associate, supplier, purchaser, relative, acquaintance, friend, partner, employee, volunteer, intern, contractor, researcher, advisor or consultant) that would give rise to a conflict of interest; and
- d) manage information, confidentiality requirements, document exchanges, databases, reporting and communications in relation to the LPA Program.

6. ACCREDITATION

Registration for Accreditation

- 6.1. Each Producer or Authorised User shall register for LPA Accreditation under these Rules.
- 6.2. An Authorised User shall provide to LPA Administration proof of their authority to register for LPA Accreditation on a PIC which they are not the legal occupier, using the prescribed format set by the LPA Administration.
- 6.3. An Authorised Party may complete the registration process on behalf of a Producer.
- 6.4. To be granted Accreditation, each Producer or Authorised User seeking to have a PIC Accredited shall:
 - a) complete the Application Form and provide all information required including nominating:
 - i. each PIC for which Accreditation is being sought; and
 - ii. the scope of Accreditation being sought for each PIC as provided in Table 1;
 - b) be assigned a User ID and LPA Database account from LPA Administration for each PIC that Accreditation is sought, and that User ID shall be used in all future contact with LPA Administration;
 - c) complete any Learning as prescribed by LPA Administration;
 - d) complete a Self-assessment as prescribed by LPA Administration;
 - e) provide any Documented Information as prescribed by LPA Administration;
 - f) agree to abide to the Accreditation Requirements, including these Rules and obligations provided in section 6.9 and the ISC privacy policy available on the Integrity System Website; and
 - g) pay the application fee, as reasonably determined by LPA Administration.
- 6.5. The registration and completion of Accreditation is considered proof of the Producer's understanding of the Accreditation Requirements and confirmation, and agreement to maintain conformity with them.

Figure 1 –Registration for Accreditation process



Scope of Accreditation

- 6.6. The scope of LPA Accreditation includes Mandatory Modules provided in Table 1 and Voluntary Modules as provided in Table 2.
- 6.7. Accreditation to Mandatory Modules shall be sought for all LPA Accreditations. Accreditation to a Voluntary Module may only be obtained where a Producer holds an Accredited status for the Mandatory Modules.

6.8. Accredited Producers seeking Accreditation to a Voluntary Module:

- a) shall meet the Accreditation Requirements for the Voluntary Module;
- b) shall be assigned an Accreditation Status for the Voluntary Module as provided in Section 7;
- c) must hold an Accredited Status for the Voluntary Module to make additional declarations on NVDs or eNVDs pertaining to the Voluntary Module as prescribed by the Accreditation Requirements; and

NOTE Accreditation Requirements for Voluntary Modules refer to the standards applicable for that particular module and these Rules.

- d) agrees to be subject to the required LPA Evaluation and verification as reasonably prescribed by the LPA Administration from time to time and which must be notified in writing to Accredited Producers no later than 7 days before such LPA Evaluation and verification for the Voluntary Module is required.

Table 1: Mandatory Scopes of Accreditation available for each PIC

Mandatory Modules	Species
<ul style="list-style-type: none"> Property risk assessment Safe and responsible animal treatments Stock foods, fodder crops, grain and pasture treatments Preparation for dispatch of livestock Livestock transactions and movements Biosecurity Animal welfare 	<ul style="list-style-type: none"> Cattle Sheep Goats

Table 2: Voluntary Scopes of Accreditation available for each PIC

Voluntary Module	Conditions	Species
Dairy Quality Assurance	<ul style="list-style-type: none"> Dairy Producers only State Issued Food Safety Licence Number required. 	Cattle
Harvested Rangeland Goats	<ul style="list-style-type: none"> Only Producers who capture Harvest Rangeland Goats or operate Registered Goat Depots may participate in this module. State or Territory approval must be obtained for each PIC, Accredited Producer or Registered Goat Depot seeking accreditation in the Harvested Rangeland Goat module. The Harvested Rangeland Goat Self-Assessment questions must be completed at initial application for accreditation and reaccreditation. Once Accredited the Producer or Registered Goat Depot shall: <ul style="list-style-type: none"> - adhere to all requirements in the LPA Standards Element 8 – Harvested Rangeland Goats. - Have access to use the Harvest Rangeland Goat NVD for eligible Harvest Rangeland Goat movements. For Accredited Producers an audit is required once per accreditation cycle. For Registered Goat Depots, an annual audit is required. Accreditation in the Harvested Rangeland Goat module shall be Suspended where: <ul style="list-style-type: none"> - A goat that does not meet the definition of a Harvested Rangeland Goat has been consigned on a Harvested Rangeland Goat NVD. - An agricultural or veterinary chemical residue is detected in goats consigned as Harvested Rangeland Goats. Where an investigation determines that a Harvested Rangeland Goat NVD was used to consign goats that do not meet the definition of a Harvested Rangeland Goat Accreditation shall be Withdrawn. 	Goats

Obligations of Accreditation

6.9. Once accredited, each Accredited Producer shall ensure that:

- a) all Documented Information relating to the Accreditation Requirements are maintained;

NOTE Documented Information and records can be created and maintained in any format or combinations of formats (e.g., electronically, hardcopy, or both)
- b) it conforms with:
 - i. the Accreditation Requirements;
 - ii. the Reaccreditation requirements of LPA from time to time as provided in section 13; and
 - iii. any applicable laws and regulations; and
- c) its User ID, password and NVDs are kept secure, and it will not share its User ID or password for reasons that are not related to its internal business purposes;
- d) access to its LPA Database account is removed from any persons who are no longer part of its internal business;
- e) it promptly notifies LPA Administration as soon as it becomes aware or suspects there is any unauthorised use of its User ID and password or any unauthorised use of its LPA Database account;
- f) it does not knowingly introduce any malicious and disabling code virus or similar into the LPA Database or other MLA or Integrity Systems Company systems;
- g) it provides complete and accurate information to LPA Administration at all times; and
- h) it does not use its Accreditation for any fraudulent or false pretences.

7. ACCREDITATION STATUS

7.1. LPA Administration shall assign each Accredited Producer and associated PIC an Accreditation Status as set out in Table 3.

Table 3: Accreditation Status assigned by LPA Administration

Status		Description
N	Not Accredited	The Producer or PIC is not Accredited with LPA
A	Accredited	The Producer or PIC is Accredited
S	Suspended	Accreditation of the Producer or the PIC has been suspended by LPA Administration
W	Withdrawn	Accreditation of the Producer or the PIC has been withdrawn by LPA Administration.
I	Reaccreditation Incomplete	Reaccreditation has not been completed within the notified timeframe.
R	Redundant	The PIC is no longer valid or active on the NLIS Database.
T	Property Sold/ Leased	The Producer has advised that the PIC has been sold or is no longer being leased or used by the Producer.
C	Cancelled	The Producer has advised that Accreditation is no longer required for them or a specific PIC and has voluntarily cancelled its Accreditation.
V	Voluntary Module	Producer may have any Accreditation Status assigned for a Voluntary Module.

8. NATIONAL VENDOR DECLARATIONS

Purchase of NVDs

- 8.1. Accredited Producers shall purchase NVDs:
- a) at the price notified by LPA Administration pursuant to clause 8.3; and
 - b) that are:
 - i. applicable to the scope of accreditation for the Accredited Producer's PIC;
 - ii. valid; and
 - iii. assigned to the Accredited Producer's Accredited PIC.
- 8.2. Accredited Producers shall only purchase hardcopy NVDs in reasonable quantities and up to a maximum of 12 months' supply as the Taskforce may recognise revised versions of NVDs and may withdraw the acceptance of previous versions in accordance with paragraph 8.6.
- 8.3. LPA Administration reserves the right to change the price of NVDs from time to time and will provide written notice to Accredited Producers at least 30 days before the changes come into effect. If an Accredited Producer does not accept a change to the price of NVDs, the Accredited Producer may cancel its Accreditation at any point and any fees paid to LPA Administration in relation to its Accreditation will not be refunded.

Use of NVDs

- 8.4. An Accredited Producer shall only use and distribute an NVD if it:
- a) is applicable to the scope of Accreditation held by that Accredited Producer;
 - b) is valid;
 - c) has been completed accurately, truthfully and in full; and
 - d) relates to the Accredited PIC that it is being used for.
- 8.5. Accredited Producers shall not alter, reproduce, or reuse an NVD.

NVD revisions

- 8.6. From time to time, the NVD may be revised and recognised as valid by the LPA Administrator on advice from the Taskforce. In the event the NVD is revised, the LPA Administrator will notify Accredited Producers of these changes in writing at least 30 days before the changes come into effect.
- 8.7. Upon recognition of a revised NVD version, previous versions of NVDs are withdrawn by the LPA Administrator and will become Invalid NVDs, including for the purpose of facilitating market access requirements of the Industry.
- NOTE 1 Previous versions of hardcopy NVDs should be automatically withdrawn but can be withdrawn within a timeframe determined at the reasonable discretion of the Taskforce.
- NOTE 2 eNVD versions will be automatically updated when a revised version is recognised.
- 8.8. Invalid NVDs shall not be used by Accredited Producers from the date of their withdrawal specified in Annex 3.
- 8.9. Notwithstanding the above, the LPA Administrator may from time to time be urgently required to revise the NVD to address a critical issue affecting the livestock industry ("**Critical Change NVD**"). In these cases, the LPA Administrator will notify Accredited Producers of these changes in writing ("**Critical Change Notice**") with as much notice as reasonably possible before the Critical Change NVD comes into effect and clause 8.7 then applies.

- 8.10. Where an Accredited Producer has hard copy Invalid NVDs they:
- a) shall not be entitled to a refund for the purchase price of any Invalid NVDs; and
 - b) may make a claim for replacement of the hardcopy Invalid NVDs by:
 - i. completing the prescribed claim form available from the Integrity Systems Company website; and
 - ii. returning, at their own cost, the prescribed claim form together with the relevant unused Invalid NVDs in hard copy to LPA Administration.
- 8.11. Upon receipt of a claim for replacement Invalid NVDs LPA Administration shall:
- a) review and validate the claim; and
 - b) if valid, approve the claim and provide the Accredited Producer with an equivalent number of replacement hardcopy NVDs in accordance with Table 3; or
 - c) if not valid, not approve the claim.

Table 3: Arrangements for replacement of Invalid NVDs

Purchase period of Invalid NVD	Eligible for replacement	Type of NVD provided as replacement	Charge for replacement
a) In the 12 months before a revised NVD is announced	Yes	eNVD	Nil
		Hardcopy NVD	At price notified by LPA Administration
b) In the 12 months before a)	No		

Retaining NVDs and other records

- 8.12. Accredited Producers shall ensure that NVDs and other records for all introduced and dispatched Livestock are retained for whichever is the longer period:
- a) a minimum of seven years; or
 - b) in accordance with statutory requirements.

9. LPA EVALUATIONS

Timeframes and methods

- 9.1. Accredited Producers will be subject to LPA Evaluations from time to time to gather evidence on the extent to which the Accredited Producer is conforming with the Accreditation Requirements.
- 9.2. LPA Evaluation methods include:
- a) LPA Audits, either:
 - i. Site Audits; or
 - ii. Remote Audits;
 - b) Document Reviews;
 - c) other verification or assessments as determined by LPA Administration (acting reasonably); and
 - d) a combination of LPA Evaluation methods listed in points a), b) and c) in this clause.

LPA Audits

- 9.3. LPA Audits shall be undertaken by an Auditor appointed by LPA Administration.
- 9.4. One or more Auditors may undertake LPA Audits:
- a) as a Site Audit at the premises of an Accredited Producers Accredited PIC;
 - b) as a Remote Audit with the Accredited Producer remotely using technology; and
 - c) as a Document Review by reviewing Documented Information provided by the Accredited Producer.

LPA Audit process

- 9.5. LPA Audits shall be conducted in the following manner, or as directed by LPA Administration (acting reasonably):
- a) **Audit notification** – an Accredited Producer shall be notified in writing of their selection for an LPA Audit, at least 7 days before the date of the LPA Audit, and the notification shall include:
 - i. the reason for the LPA Audit being either random, targeted, residue monitoring, targeted National Residue Survey (NRS), Voluntary Module verifications or other reason;
 - ii. an explanation of the LPA Audit process including what Documented Information may be required to be presented to the Auditor; and
 - iii. if the LPA Audit is a Remote Audit, confirmation of the:
 - 1) type and format of records required to be made available to the Auditor;
 - 2) method of submission of such records; and
 - 3) method of interview.
 - iv. instructions for accessing further information relevant to the LPA Accreditation Requirements; and
 - v. how to contact LPA Administration if the Accredited Producer has questions regarding the LPA Audit;
 - b) **Entry meeting** – at the initial commencement of an LPA Audit, an Auditor shall contact the Accredited Producer’s Management Representative and conduct an entry meeting to explain the scope of the LPA Audit and the manner in which it shall be conducted and endeavour to answer any questions that the Management Representative may have in respect of the LPA Audit;

- c) **The LPA Audit** – following the entry meeting, the Auditor:
- i. shall review the Accredited Producer’s management system for the Accredited PIC including records, facilities, and other information to verify the Accredited Producer is fulfilling the Accreditation Requirements; and
 - ii. conduct an inspection of the Accredited PIC relevant to the LPA Standards.

NOTE An inspection may include a physical inspection or a review of videos or images of:

- livestock;
- sites that may be potentially contaminated;
- sites that are used to store chemicals and feedstuffs etc.;
- paddocks; and
- infrastructure.

- d) **Closing meeting** – at completion of the LPA Audit the Auditor shall provide any findings, nonconformities and requested corrective actions to the Management Representative in accordance with 9.8.

Document Reviews

9.6. A Document Review shall be conducted in the following manner, or as directed by LPA Administration (acting reasonably):

- a) **Document Review notification** – an Accredited Producer shall be notified of their selection for Document Review, at least 7 days before the date of the LPA Audit, and the notification shall include:
 - i. an explanation of the review process; and
 - ii. how to contact LPA Administration if the Accredited Producer has any questions regarding the Document Review;
- b) **Confirmation** – in consultation with the Accredited Producer, LPA Administration or the Auditor shall confirm arrangements for the:
 - i. type and format of Documented Information required as part of the Document Review; and
 - ii. method of submission of such Documented Information to the LPA Administration or Auditor;
- c) **Submission of Documented Information and review** – once confirmed:
 - i. the Accredited Producer shall provide the LPA Administration or Auditor with the Documented Information required for the purposes of the Document Review; and
 - ii. the Auditor shall review the Documented Information supplied by the Accredited Producer to ensure that matters set out in the Accreditation Requirements are being conformed with.



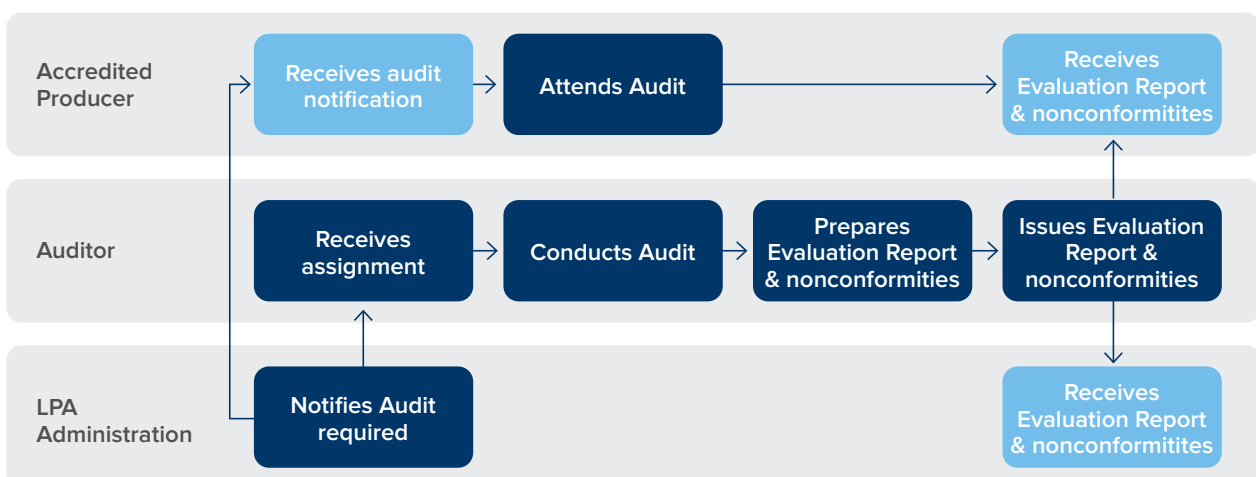
Reporting

- 9.7. The Auditor shall document its findings from the LPA Evaluation activities in an Audit Report as specified by LPA Administration.
- 9.8. The Auditor shall communicate to the Management Representative the outcomes of the LPA Audit and Document Review including:
- the findings in the Audit Report;
 - any nonconformities that were identified;
 - timeframes for corrective action; and
 - method by which evidence of corrective action should be submitted to the LPA Administration.
- 9.9. The Auditor shall provide a copy of the Audit Report to the Accredited Producer, and LPA Administration noting at a minimum the following:
- whether appropriate management systems are in place and working effectively;
 - any nonconformities detected in accordance with Annex 2;
 - any matters that require rectification and follow-up arrangements if necessary; and
 - whether they recommend the Accreditation should continue to be maintained for the:
 - Accredited Producer; and
 - Accredited PIC.

Recognition of other evaluations

- 9.10. LPA Administration may, at its discretion (acting reasonably), recognise evaluations undertaken as part of other Integrity Program's as being equivalent in outcome, in whole or in part, to LPA Evaluations.
- 9.11. Where LPA Administration has recognised other Integrity Programs as equivalent the Accredited Producer may use the evaluations from recognised Integrity Programs to demonstrate fulfilment of the Accreditation Requirements.
- 9.12. LPA Administration shall specify and make available on the Integrity Systems Company website:
- the evaluations from other Integrity Programs that may be recognised under LPA;
 - any associated acceptance conditions; and
 - the process an Accredited Producer shall follow to have other evaluations recognised under LPA including if additional declarations can be made on eNVDs based on the recognised evaluation.

Figure 2 – LPA Audit Process



10. NONCONFORMITIES, CONCERNS AND INVESTIGATIONS

Nonconformities

10.1. LPA Administration or an Auditor may raise nonconformities against an Accredited Producer:

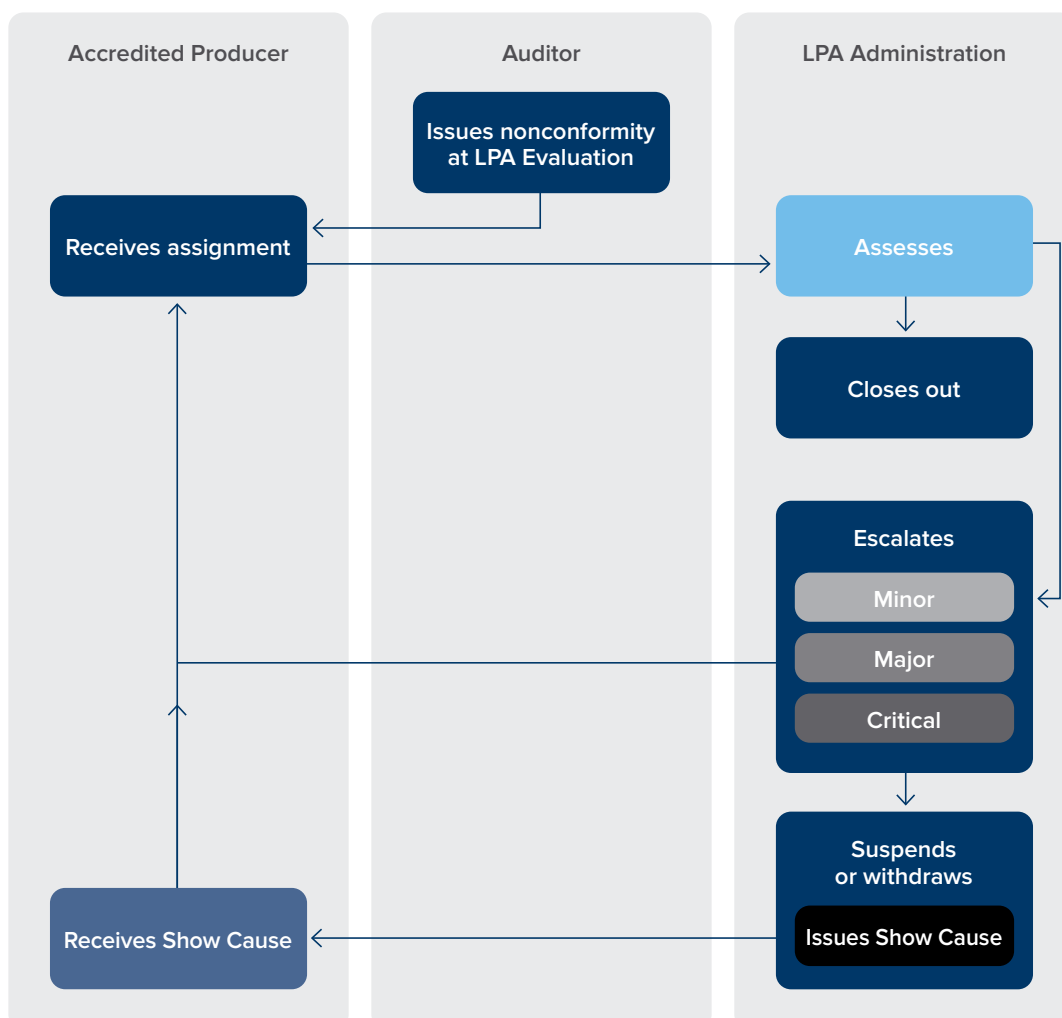
- a) as a result of an LPA Evaluation activity;
- b) in response to a concern, as provided in 10.4; and
- c) in some instances, in relation to a specific Accredited PIC.

10.2. Nonconformities shall be managed in accordance with Annex 2.

10.3. Failure to take effective corrective action in the prescribed timeframe to resolve nonconformities to the satisfaction of the Auditor or LPA Administration (acting reasonably) may result in:

- a) the consequences specified for that type of nonconformity in Annex 2;
- b) suspension of Accreditation for the Accredited Producer or Accredited PIC as provided in section 12; or
- c) withdrawal of Accreditation for the Accredited Producer or Accredited PIC as provided in section 12.

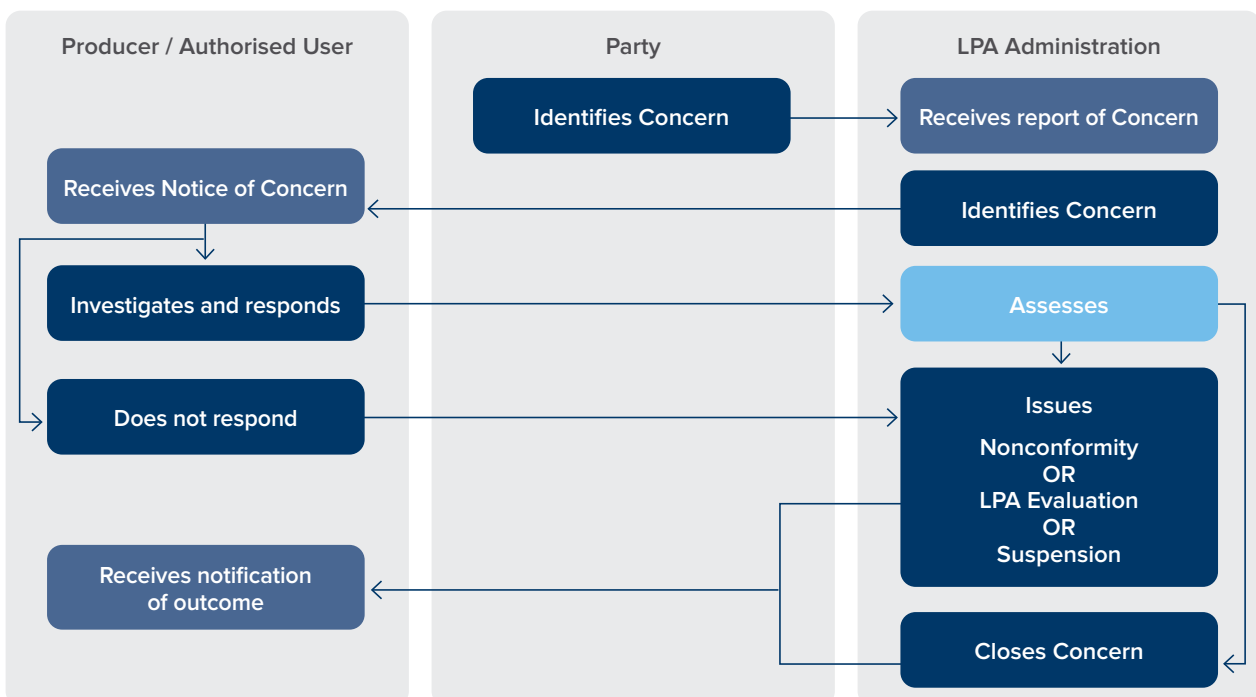
Figure 3 – Nonconformity process



Concerns

- 10.4. LPA Administration or an Auditor may issue a Notice of Concern to an Accredited Producer relating to any concerns over fulfilment of the Accreditation Requirements arising from:
- Self-assessments;
 - complaints pursuant to section 14;
 - monitoring of integrity system data;
 - notification from an Authority; or
 - supply chain feedback.
- 10.5. The Notice of Concern shall include reference to any alleged nonconformities or other alleged instances of non-fulfilment of Accreditation Requirements as determined by LPA Administration.
- 10.6. The Accredited Producer shall, at their own cost:
- assist in any investigation in response to the Notice of Concern; and
 - within 14 days of receipt of the Notice of Concern, provide LPA Administration with a written response to the Notice of Concern.
- 10.7. If the Accredited Producer fails to respond to the Notice of Concern, LPA Administration may issue a nonconformity consistent with Annex 2 or may suspend Accreditation of the Accredited Producer or Accredited PIC as provided in section 12.
- 10.8. The LPA Administration shall consider the written response provided by the Accredited Producer and may:
- accept the written response provided by the Accredited Producer and close the concern;
 - request further information;
 - issue a nonconformity consistent with Annex 2;
 - change the Producer's or their PIC's Accreditation Category and Status as provided in section 7;
 - suspend Accreditation of the Producer or Accredited PIC as provided in section 12;
 - withdraw Accreditation of the Producer or Accredited PIC as provided in section 12; or
 - take any other steps with regard to Accreditation as LPA Administration considers appropriate in the circumstances (acting reasonably).

Figure 4 – Notice of Concern process



11. AUTHORITY TO NOTIFY

Notification from Authorities

11.1. The Accredited Producer irrevocably authorises any Authority having responsibilities relating to the scope of the LPA Program, including but not limited to:

- a) residues;
- b) physical contamination of Meat;
- c) the allocation of an on-farm quarantine status;
- d) livestock traceability compliance;
- e) animal welfare compliance;
- f) biosecurity compliance; or
- g) Integrity Program conformity,

to notify LPA Administration if:

- h) the presence of potentially injurious Physical Contaminant is detected in Meat;
- i) 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 an Accredited Producer;
- j) HGP treated animal has been declared as not HGP treated on an NVD;
- k) an on-farm quarantine status has been allocated;
- l) there is a noncompliance with the Authority's traceability, food safety or biosecurity requirements; or
- m) there is a nonconformity with an Integrity Program's requirements.

11.2. The notification can include:

- a) The detection of the Notifiable Residue(s), HGP(s) or Physical Contaminant(s) or the allocation of the on-farm quarantine status, as the case may be;
- b) details of the Accredited Producer, the Accredited PIC and the affected Livestock;
- c) the residue level(s) and residue(s), HGP(s) used, or the nature of Physical Contaminant(s) found, or the on-farm quarantine status allocated;
- d) the results of any investigation undertaken into the detection;
- e) any other information in connection with the detection of such residue(s), HGP(s), Physical Contaminant(s) or on-farm quarantine status; and
- f) the specific details about the:
 - i. noncompliance with traceability, food safety or biosecurity requirements; or
 - ii. nonconformity with Integrity Program requirements.

Management of Residues, Physical Contaminants and On-farm quarantine status

11.3. If an Accredited Producer is notified of:

- a) the detection of any:
 - i. Notifiable Residue(s); or
 - ii. HGP(s); or
 - iii. Physical Contaminant(s); or

b) allocation of an on-farm quarantine status,

the Accredited Producer shall within seven days of that notification:

- i. develop a management plan to identify and manage any affected Livestock and to minimise the risk of such an event reoccurring; and
 - ii. provide full details of that plan in writing to LPA Administration.
- c) within seven days after receiving notice any from LPA Administration, vary the management plan as required by LPA Administration;
 - d) immediately implement the management plan including any requirements notified by LPA Administration; and
 - e) participate in any LPA Evaluation which LPA Administration considers appropriate (acting reasonably) arising out of the detection of the Physical Contaminant(s), HGP(s), Notifiable Residue(s) or on-farm quarantine status.

11.4. The occurrence of any events in 11.1, 11.2, or 11.3 may result in:

- a) the issuing of a nonconformity by LPA Administration in consideration of clause 10 and Annex 2;
- b) convening the Taskforce to consider the matter further;
- c) suspension of Accreditation of the Producer or Accredited PIC as provided in section 12; or
- d) withdrawal of Accreditation of the Producer or Accredited PIC as provided in section 12.

Notification to Authorities

11.5. The Accredited Producer irrevocably authorises LPA Administration to notify any Authority having responsibilities relating to the scope of the LPA Program, including but not limited to:

- a) residues;
- b) physical contamination of Meat;
- c) HGP use;
- d) the allocation of an on-farm quarantine status;
- e) livestock traceability compliance;
- f) animal welfare compliance;
- g) biosecurity compliance; or
- h) Integrity Program conformity,

of any occurrence of any:

- a) repeated nonconformities;
- b) critical nonconformity with the Accreditation Requirements;
- c) potential noncompliance with biosecurity or animal welfare regulations;
- d) change in Accreditation Status; or
- e) known serious risk to the integrity and reputation of the Industry.

11.6. The notification can include:

- a) details of the Accredited Producer, the Accredited PIC and the affected Livestock;
- b) the results of any LPA Evaluation or investigation undertaken; and
- c) the specific details about the:
 - i. nonconformity;
 - ii. suspension;
 - iii. withdrawal; or
 - iv. serious risk.

11.7. For the avoidance of doubt the LPA Administration may notify the relevant Authority of any known or suspected biosecurity or animal welfare noncompliance by the Accredited Producer. When providing notice to the relevant Authority, LPA Administration may provide the Authority with access to any relevant Audit Reports in relation to the Accredited Producer for the purpose of investigating the noncompliance.

Notification to LPA Administration

11.8. An Accredited Producer irrevocably authorises any party in receipt of livestock that have been on a PIC under that Accredited Producer's management where an HGP implant is detected in livestock declared on an NVD as being HGP Free to notify LPA Administration of:

- a) the detection of the HGP implant; and
- b) details of the origin PIC and NVD including:
 - i. NVD serial number; and
 - ii. name of the person consigning the livestock on the NVD.

12. CESSATION OF ACCREDITATION

Cancellation of Accreditation

12.1. Each Accredited Producer may at any time, by written notice to LPA Administration, request that their Accreditation or the Accreditation of their Accredited PIC be cancelled.

NOTE An Accredited Producer may cancel Accreditation in its LPA Database Account at any time.

12.2. Upon receipt of the written notice, LPA Administration shall change the Status of the Accredited Producer or Accredited PIC to Cancelled in accordance with section 7.

12.3. Where an Accredited Producer cancels its Accreditation or the Accreditation in respect of a PIC, the Producer may only reapply for Accreditation in accordance with section 13.

Suspension of Accreditation

12.4. For situations where after 14 days of receiving a Notice of Concern pursuant to clause 10, the Accredited Producer cannot demonstrate ongoing fulfilment of Accreditation Requirements, LPA Administration may suspend the Accredited Producer's Accreditation or the Accreditation of an Accredited PIC in accordance with clause 12.5.

12.5. LPA Administration may suspend Accreditation for the reasons below:

- a) a failure of the Accredited Producer to:
 - i. permit reasonable or timely access to an Auditor or LPA Administration for the purpose of conducting an LPA Evaluation;
 - ii. co-operate with an Auditor or LPA Administration during any LPA Evaluation;
 - iii. close out nonconformities within prescribed timeframes and in accordance with Annex 2;
 - iv. respond within the prescribed timeframe to notices and directions of LPA Administration or an Auditor;
 - v. demonstrate fulfilment within the prescribed timeframe of changes to the Accreditation Requirements;
 - vi. complete Reaccreditation within the specified timeframe;
 - vii. notify LPA Administration of any material changes to Accreditation in line with section 17;
 - viii. pay any fees associated with the LPA Program;
 - ix. abide by all applicable State and Territory laws and regulations including biosecurity and animal welfare regulations; or
 - x. provide accurate and truthful information to LPA Administration, including when completing NVDs;
- b) identification of critical nonconformities, which, in the opinion of LPA Administration (acting reasonably) represent a serious risk to the integrity of the LPA Program and the Industry;
- c) repeated nonconformities;
- d) the Accredited Producer supplies false information or documentation (including on NVDs);
- e) the Accredited Producer ceases to have responsibility for Livestock on that Accredited PIC;
- f) LPA Administration considers (acting reasonably) that the Accredited Producer is unable or unwilling to conform with Accreditation Requirements; or
- g) LPA Administration considers (acting reasonably) that matters have occurred, or are likely to occur, on an Accredited PIC that may prejudice the reputation of the:
 - i. Taskforce;
 - ii. LPA Administration;
 - iii. interests of the Industry; or
 - iv. LPA Program.

12.6. LPA Administration shall change the Accreditation Status for the Producer or PIC to suspended and issue a Show Cause Notice to the Producer to advise of the:

- a) suspended status;
- b) PIC that has had its Accreditation suspended;
- c) reason for the suspension;
- d) implications of suspension as detailed in section 12;
- e) follow up actions that are required to rectify the suspension and specified timeframes; and
- f) requirement to provide a statement to show cause as to why Accreditation should not be withdrawn.

12.7. Decisions to suspend Accreditation may be appealed in accordance with section 15 however, the suspension shall stand until the appeals process has resolved.

12.8. In cases of suspension, the Producer shall, immediately:

- a) cease using the NVDs for the suspended PIC;
- b) provide LPA Administration with a written response within 14 days of receipt of the Show Cause Notice detailing:
 - i. action taken, including any planned action, to address the root cause of the suspension;
 - ii. the timeframe for action to be taken to rectify the suspension; and
 - iii. any reason why Accreditation should not be withdrawn.
- c) have its accreditation status changed to suspended on the LPA Register;
- d) discontinue all references to the Accreditation Status, including removing any such references from websites, marketing material or other communications; and
- e) undertake any other such action as reasonably requested by LPA Administration.

12.9. LPA Administration:

- a) shall:
 - i. consider any written statement made by the Producer in accordance with paragraph 12.8 a);
 - ii. obtain and consider any other material that it may consider relevant; and
- b) may decide:
 - i. to undertake an LPA Evaluation of the Producer;
 - ii. not to take any further action by removing a suspension;
 - iii. to withdraw Accreditation; or
 - iv. to take such other steps with regard to Accreditation as LPA Administration considers (acting reasonably) appropriate in the circumstances.

12.10. If the Producer fails to respond to the suspension, their Accreditation or the Accreditation of the PIC may be withdrawn in accordance with section 12.11.

Withdrawal of Accreditation

12.11. LPA Administration may withdraw Accreditation for the reasons below:

- a) any of the matters set out in paragraph 12.5 occur;
- b) there is a detection of the presence of Physical Contaminant(s) in Meat or of Notifiable Residue(s) in samples taken within 24 hours before or after slaughter from Livestock, or Meat from Livestock, sent for slaughter by the Producer;
- c) there is an allocation of on-farm quarantine status;
- d) there is a repeated or fraudulent detection of HGP implants in livestock declared on an NVD as not being treated with HGPs;
- e) the Accredited Producer:
 - i. does not satisfactorily respond to a suspension within the specified timeframe;
 - ii. becomes insolvent; or
 - iii. is involved in activities that are fraudulent, dishonest, criminal or bring the LPA Program or the Industry into disrepute; or
- f) where there is credible evidence that the action of the Accredited Producer threatens the integrity and purpose of the LPA Program.

12.12. LPA Administration shall notify the Producer of:

- a) the withdrawn status;
- b) the PIC that has had its Accreditation withdrawn; and
- c) the reasons for the withdrawal.

12.13. Decisions to withdraw Accreditation may be appealed in accordance with section 15 however, the withdrawal shall stand during the appeal process.

12.14. In cases of withdrawal, the Producer shall, immediately:

- a) cease using the NVDs issued to any PIC that has had Accreditation withdrawn;
- b) discontinue all references to Accreditation Status for the PIC, including removing any such references from websites, marketing material or other communications;
- c) if necessary:
 - i. submit to the LPA Administration for approval all communication regarding the withdrawal of Accreditation the Producer shall make with customers and supply chain participants; and
NOTE Communication relates to the manner in which the suspension of Accreditation is explained.
 - ii. using the communication approved by LPA Administration, inform its existing customers and supply chain participants that its Accreditation or the Accreditation for that PIC is withdrawn; and
- d) undertake any other such action as reasonably requested by the LPA Administration.

12.15. LPA Administration shall update the LPA Register in respect of the Status of the Producer or PIC.

12.16. If LPA Administration has, in accordance with paragraphs 12.11 c) withdrawn the Accreditation of a PIC because of an allocation of on-farm quarantine status, and that allocation of on-farm quarantine status is withdrawn, LPA Administration shall reinstate the PIC's Accreditation.

12.17. Where a Producer has had its Accreditation or the Accreditation of a PIC withdrawn by LPA Administration, the Producer may only reapply for Accreditation in accordance with section 13.

13. REAPPLYING FOR ACCREDITATION

Reaccreditation

13.1. Accredited Producers shall complete Reaccreditation once every two years to maintain Accreditation. The Reaccreditation process includes:

- a) the completion of any Application Form as prescribed by LPA Administration;
- b) the completion of Learning as prescribed by LPA Administration;
- c) the completion of a Self-Assessment;
- d) a declaration to adhere to the Accreditation Requirements;
- e) payment of the Fee, as determined by LPA Administration from time to time and notified to Accredited Producers at least 30 days before the Fee becomes payable ("**Fee Change**");
- f) acknowledgment and consent to any changes to these Rules that may be made by the LPA Administration from time to time and notified to Accredited Producer at least 30 days before the changes come into effect ("**Change Notice**"); and
- g) conformity with such other reasonable requirements as notified by LPA Administration from time to time.

13.2. In the event the Accredited Producer does not consent to the Fee Change or the Change Notice, the Accredited Producer reserves the right not to apply for Reaccreditation.

Loss of Accreditation as a result of incomplete Reaccreditation

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

Cancellation of Accreditation

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

Loss of Accreditation as a result of withdrawal

- 13.6. Where a Producer has its Accreditation or Accreditation for a PIC withdrawn by LPA Administration:
- a) an application for Accreditation shall be made to LPA Administration;
 - b) the Accredited Producer shall to the satisfaction of LPA Administration:
 - i. address the reasons for withdrawal;
 - ii. may be subject to increased or alternative LPA Evaluation activities; and
 - iii. pay the Fee for Reaccreditation described in clause 13.1(e).
- 13.7. In assessing an Application under paragraph 13.6, LPA Administration will consider:
- a) the reasons for withdrawal and if those reasons continue to exist or are likely to occur; and
 - b) those matters that exist or are likely to occur on the PIC which may prejudice the reputation of the Taskforce, LPA Administration, the interests of the Industry or the LPA Program.
- 13.8. If an Application under paragraph 13.6 is accepted, an LPA Evaluation of the Producer shall be undertaken, at the Producers own cost, within six months from the date of Application acceptance.

14. COMPLAINTS

Complaints – general

- 14.1. The LPA Program recognises the following types of complaints:
- a) Complaints received by Accredited Producers from customers, stakeholders, or the public regarding their adherence to the Accreditation Requirements;
 - b) complaints received by LPA Administration, normally by customers, stakeholders, or the public, about Accredited Producers and their adherence to the Accreditation Requirements;
 - c) complaints received by the LPA Administration from Accredited Producers, or other parties, regarding the performance of LPA Administration or Approved Auditors, or any of their personnel; or
 - d) misrepresentation of LPA Accreditation.
- 14.2. Complaints relating to types b), c) and in some cases d) above, may result in:
- e) a Notice of Concern or issuance of nonconformities against an Accredited Producer in accordance with section 10;
 - f) suspension of Accreditation in accordance with section 12; or
 - g) withdrawal of Accreditation in accordance with section 12.

- 14.3. A complaint shall be deemed to have been received by the Accredited Producer or LPA Administration when:
- h) a complaint has been submitted by the complainant in writing or by telephone call;
 - i) the complainant has given full details of their name, address, contact details, and information regarding any previous or existing involvement with the party that they are complaining about;
 - j) the nature of the complaint corresponds to one of the categories listed above and is directly related to the non-fulfilment of Accreditation Requirements; and
 - k) the complainant can provide evidence and sufficient details in relation to the basis of the complaint.
- 14.4. All complaints shall be acknowledged and addressed in a timely manner by LPA Administration.

Complaints received by the LPA Administration about an Accredited Producer

- 14.5. In the first instance LPA Administration will endeavour to identify and direct the complaint to the relevant Accredited Producer for resolution. In doing so, LPA Administration shall retain oversight of the complaint and require the Accredited Producer to provide regular updates on the progress of investigating and resolving the complaint.
- 14.6. Where the complainant is dissatisfied with the response, or if LPA Administration is concerned about the Accredited Producer's adherence to the Accreditation Requirements or progress towards resolving the complaint, LPA Administration may investigate the complaint further. This investigation may include requesting further information from the Accredited Producer or undertaking further LPA Evaluation activities.
- 14.7. In instances where the complainant and the Accredited Producer is unable to resolve the matter amongst themselves and the complainant refuses to withdraw the complaint, the LPA Administration shall investigate the complaint.
- 14.8. The Accredited Producer shall be responsible for paying all fees, charges and disbursements incurred by the LPA Administration that are directly associated with the investigation of complaints.

Complaints about the LPA Administration or Approved Auditors

- 14.9. Complaints received by the LPA Administration in relation to the LPA Program, including the execution and conduct of duties and responsibilities of Approved Auditors in relation to LPA Evaluation activities (including complaints received in relation to any personnel appointed by LPA Administration), shall be investigated by LPA Administration's Chief Executive or delegate. If complaints are considered valid and appropriate, such complaints shall be referred to LPA Administration or Approved Auditors for implementation of corrective action in accordance with their internal procedures.
- 14.10. Complaints received by LPA Administration in relation to its own duties and responsibility under the LPA Program shall be referred to LPA Administration's Chief Executive or delegate.

Complaints about the misrepresentation of Accreditation

- 14.11. Complaints received by the LPA Administration in relation to misrepresentation of Accreditation shall be investigated by LPA Administration in accordance with their complaint's procedures.

15. RIGHT OF APPEAL

Right of appeal

- 15.1. Any refusal to grant Accreditation, Reaccreditation or any suspension or withdrawal of Accreditation is subject to a right of appeal by the affected Producer to LPA Administration.
- 15.2. Appeals must be submitted in writing to the LPA Administrator within 14 days of the decision being communicated to the Management Representative. Appeals shall be accompanied with evidence to support the dispute.
- 15.3. If the dispute is not resolved within 14 days of submission of the dispute to LPA Administration clause 15.4 will apply.

Expert determination

- 15.4. Either party may, within 14 days after expiry of the period referred to in paragraph 15.3, request the President of the Law Society or equivalent in their State, or the President's nominee, to appoint an expert to determine the dispute.
- 15.5. In making a determination:
 - a) each expert shall be required to determine the dispute taking into account these Accreditation Requirements;
 - 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).
- 15.6. The parties shall pay the costs of the determination as nominated by the expert.

16. USE OF THE LPA LOGO

- 16.1. Subject to the Accredited Producer's compliance with the Accreditation Requirements, LPA Administration grants to the Accredited Producer a non-exclusive licence to use the Logo in the form set out in Annex 4 or as otherwise advised by LPA Administration from time to time:
 - a) for the duration of its Accreditation;
 - b) in relation to NVDs that the Accredited Producer has purchased for its Accredited PIC;
 - c) in accordance with these Rules; and
 - d) on promotional material or advertisements which promote the Accredited PIC and the LPA Program, subject to any directions of LPA Administration.
- 16.2. The Accredited Producer is not permitted to sublicense its rights to use the Logo or use any NVDs displaying the Logo, in respect of the PIC.
- 16.3. The Accredited Producer recognises the value of the goodwill and reputation in the Logo and acknowledges that:
 - a) the benefit of all existing goodwill in the Logo endures solely to LPA Administration;
 - b) the benefit of all goodwill in the Logo resulting from use by the Accredited Producer endures solely to LPA Administration; and
 - c) the Accredited Producer's only rights in respect of the Logo are those rights of use expressly given under these Rules and the Accredited Producer does not have any proprietary right, title or interest to the Logo or the goodwill in it.

16.4. An Accredited Producer must not:

- a) apply for, or become involved with any application by any other person for registration of the Logo or any mark similar to or capable of being confused with the Logo as a trade mark, business name, domain name or otherwise anywhere in the world;
- b) do, cause or authorise the doing of anything which may adversely affect or jeopardise:
 - i. the distinctiveness of the Logo;
 - ii. the goodwill in or value of the Logo;
 - iii. LPA Administration's right, title or interest to the Logo; or
 - iv. the validity of the registration of the Logo;
- c) contest or challenge in any legal proceedings or otherwise, LPA Administration's ownership of, or right to use, the Logo; or
- d) in any way dispute the validity of the Logo;
- e) alter, amend or vary the Logo or NVDs; or
- f) use them in any manner which, in the opinion of the Taskforce or LPA Administration, may adversely affect the goodwill attached to the Logo or the reputation or integrity of the LPA Program.

16.5. If an Accredited PIC's Status is changed to:

- a) Suspended;
- b) Withdrawn;
- c) Reaccreditation Incomplete;
- d) Property Sold/Leased;
- e) Cancelled; or
- f) Redundant,

the Producer shall immediately stop using the Logo, including using any NVDs displaying the Logo, in respect of the PIC.

16.6. The Accredited Producer acknowledges that LPA Administration's rights in respect of the Logo are valuable property rights and that noncompliance by the Accredited Producer with its obligations under this agreement could prejudice the value of the Logo.

16.7. The Accredited Producer shall promptly notify LPA Administration of any Infringement of which it becomes aware.

16.8. The Accredited Producer shall give all assistance reasonably required by LPA Administration relating to any Infringement.

16.9. LPA Administration has discretion regarding what enforcement action is taken in respect of any Infringement and the manner in which such action is taken. The Accredited Producer shall not take any steps in any enforcement action in respect of any Infringement unless requested by LPA Administration.

17. NOTIFICATION TO LPA ADMINISTRATION OF CHANGE

- 17.1. An Accredited Producer shall, within 28 days of the change occurring, notify LPA Administration if it:
- a) ceases to be the legal occupier or user of the Accredited PIC;
 - b) receives notification in writing from a relevant authority that its PIC has been changed; or
 - c) wishes to revoke access to an Authorised Party or Authorised User.

18. PAYMENTS OF FEES AND GST

- 18.1. Each Producer shall pay all fees payable in connection with the Accreditation Requirements contained in clause 3.1, including fees payable to LPA Administration, its Authorised Representatives and Auditors, as determined by LPA Administration from time to time and notified to each Producer in writing at least 30 days before any fee is due (“**Fee Notice**”). In the event the Producer does not agree to the Fee Notice, the Producer may withdraw its application for Accreditation or cancel its Accreditation (as appropriate) by providing written notice to the LPA Administration. For the avoidance of doubt, the Fee Notice may include information relating to any changes in fees to the NVDs pursuant to clause 8.3, but the Fee Notice will not cover when Accredited Producers must purchase additional quantities of hardcopy NVDs.
- 18.2. Unless otherwise indicated, amounts stated in these Rules do not include GST.
- 18.3. In relation to any GST payable for a taxable supply by a party under these Rules, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice.
- 18.4. If any party is required under these Rules to reimburse or pay to another party an amount calculated by reference to a cost, expense, or an amount paid or incurred by that party, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which that party (or entity on whose behalf the party is acting) is entitled in respect of any acquisition relating to that cost, expense or other amount.
- 18.5. Terms used in this clause 18 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as in that Act.

19. USE OF INFORMATION

Confidentiality

19.1. Subject to these Rules, each party shall:

- a) keep the Confidential Information of the other party confidential;
- b) use and disclose the Confidential Information of the other party only as contemplated by these Rules, including as set out in this clause 19 (a Party may disclose Confidential Information to its Personnel and Related Bodies Corporate); and
- c) prior to disclosure to any person of any Confidential Information of another party, ensure that the person is bound by obligations of confidentiality in substantially the same terms as this clause 19.

19.2. The obligations on each recipient of Confidential Information under these Rules do not apply to any Confidential Information which:

- a) was in the recipient's possession at the time of disclosure to the recipient and was not acquired in breach of an obligation of confidence or under an obligation of confidence;
- b) is in the public domain;
- c) is acquired from a third party, provided that it is not acquired by the third party unlawfully or in breach of an obligation of confidence; or
- d) is required to be disclosed by law, provided that the receiving party makes reasonable efforts to notify the disclosing party of the impending disclosure in time for the disclosing party to appear and oppose the disclosure.

Use and disclosure of information

19.3. Notwithstanding clause 19.1 and 19.2, each Producer acknowledges and agrees that LPA Administration may use, disclose, share, report and/or publish information collected under LPA (including information concerning the Producer, the PIC of the Producer and information relating to a Producer's Category and Status in respect of accreditation):

- a) as required by law;
- b) as specified in these Rules;
- c) for statistical purposes; or
- d) as LPA Administration considers reasonably necessary or desirable for the purposes of the LPA Program.

Disclosure

19.4. Each Producer acknowledges and agrees that LPA Administration may disclose data and/or information collected under LPA (including information concerning the Producer):

- a) to any Authority for any lawful purpose;
- b) to Integrity Systems Company for the purposes of:
 - i. inclusion on other databases, including but not limited to, the NLIS Database, the myFeedback database, the eNVD platform and Integrity System Company Data Platform;
 - ii. improving the interoperability of those Integrity Programs and the outcomes for the users of those programs,

and that any information disclosed to other MLA Group entities may be used and disclosed in accordance with these Rules or Terms of Use of the relevant program database:

- c) to MLA for the purposes of:
 - i. Meat Standards Australia (including on the MSA database); and
 - ii. the administration of a customer relationship management system,

and that any information disclosed to MLA relating to the Producer can be used and disclosed in accordance with:

- i. the Meat Standards Australia Standards Manual; and
 - ii. MLA's privacy policy (as updated from time to time), which can be located on the MLA website.
- d) to an Auditor for the purpose of that Auditor carrying out an LPA Evaluation or Audit in relation to the Accredited Producer or PIC pursuant to clause 9.

Personal Information

19.5. LPA Administration's privacy policy (as updated from time to time), which can be located on the Integrity Systems Company website, generally governs the collection, use and disclosure of Personal Information by LPA Administration.

19.6. More specifically, Personal Information handled by LPA Administration or the Taskforce in connection with the LPA Program is handled in accordance with this section 19 and 20.

20. LPA PRIVACY STATEMENT

20.1. Information collected or otherwise obtained by LPA Administration in connection with the LPA Program may be Personal Information.

20.2. Personal information obtained in connection with the LPA Program by LPA Administration is collected, used and disclosed for the purposes of:

- e) the LPA Program;
- f) the related business purposes of LPA Administration;
- g) other Integrity Programs; and
- h) for any other purposes that are disclosed at or about the time of collection or are otherwise notified to an individual, including by virtue of these Rules;

20.3. LPA Administration respects the Personal information of individuals.

20.4. Generally, LPA Administration does not disclose Personal Information to a receiving party other than:

- i) as lawfully required;
- j) as specified in these Rules;
- k) as stated in LPA Administration's privacy policy that can be found on the Integrity Systems Company website;
- l) for the purposes described in section 21;
- m) for the purposes of assisting MLA Group to administer its programs;
- n) as authorised by the Chair of LPA Administration, or a nominee, in their discretion (acting reasonably), in response to a legal requirement, in an emergency, in the event of any unlawful act or omission, or potential unlawful act or omission, or otherwise in exceptional circumstances; or
- o) for any purposes to which a Producer has consented.

21. LPA REGISTER

Register of Accredited Producers

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

Information on LPA Register

21.2. Certain information contained in the LPA Register will be made available to the general public to enable users to determine the Status in respect of Accreditation of a Producer and PIC.

22. INDEMNITY AND LIMITATION OF LIABILITY

Indemnity

22.1. Each Producer indemnifies LPA Administration and the Taskforce against all damages, losses, costs and expenses including legal fees on a solicitor and own client basis incurred by them arising out of:

- any nonconformity by the Producer with the Accreditation Requirements; or
- any claim against LPA Administration arising out of or in connection with the use of the Logo by the Producer except where the claim results from a defect in LPA Administration's title to the Logo or its right to grant the licence to the Logo pursuant to these Rules or any direction given by LPA Administration; or
- any act or omission of the Producer in connection with the LPA Program,

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

Limitation of liability

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

- the non-receipt by LPA Administration of a notice; or
- a delay or failure to make an entry, or errors made in the entering of information, in the LPA Register or NLIS Database by LPA Administration,

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

22.3. To the extent that any mandatory consumer guarantee applies to the administration of the LPA Program by LPA Administration and the Taskforce, the liability of LPA Administration and the Taskforce for any breach of a consumer guarantee is limited, at their option, to:

- in the case of goods, either supplying the goods again or paying the cost of having the goods supplied again; or
- in the case of services, either supplying the services again or paying the cost of having the services supplied again.

22.4. In no event will LPA Administration or the Taskforce be liable (whether in contract, tort (including negligence) or otherwise) for any consequential, special, incidental or indirect loss or damage, including loss of profit (whether direct, consequential, special, incidental or indirect), which may arise under the Accreditation Requirements or in connection with any act or omission of LPA Administration or the Taskforce.

23. VARIATIONS AND NOTICES

Amendment of Accreditation Requirements

23.1. LPA Administration may from time to time amend the Accreditation Requirements on advice of the Taskforce or these Rules where LPA Administration considers it would be reasonably necessary to protect operations or administration of the LPA Program.

Notification

23.2. Where LPA Administration proposes to amend the Accreditation Requirements, LPA Administration shall provide notice to Accredited Producers of these changes as soon as reasonably practicable. A variation will take effect on the earlier of:

- a) if LPA Administration sends a notice, 30 days after LPA Administration sends the notice, or from any other date specified in the notice which must not be less than 30 days; or
- b) if notice is given on the Integrity Systems Company website, 30 days after the amendments are displayed on the Integrity Systems Company website.

23.3. A notice under these Rules must be in writing and may be given to the addressee by:

- a) delivering it to the address of the addressee;
- b) sending it by pre-paid registered post to the address of the addressee; or
- c) sending it by electronic mail,
to the last notified address of the addressee.

23.4. A notice will be deemed to have been received:

- a) if delivered in person, on receipt;
- b) if sent by pre-paid registered post, five (5) days after the notice is sent; or
- c) if sent by electronic mail, within 4 hours of being sent, unless the sender receives notification that the electronic mail has not been delivered.

24. GOVERNING LAW AND JURISDICTION

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

ANNEX 1– AUDITOR REQUIREMENTS

A1.1 Auditors shall demonstrate knowledge of:

- a) generic audit principles, practices and techniques, as specified in ISO 19011:2018 – Guidelines for auditing management systems;
- b) the Accreditation Requirements sufficient to:
 - i. conduct LPA Evaluation activities, including the verification of the effective management and control of processes, management reviews, internal audits, and corrective and preventive actions by Producers; and
 - ii. determine if the Accreditation Requirements have been effectively implemented and are being conformed with;
- c) the terminology, practices, processes and regulations common to livestock production in Australia, NLIS and animal identification requirements sufficient to understand the expectations in the context of the Accreditation Requirements; and
- d) the types of operations of Producers sufficient to understand how such an organisation can operate, and how the organisation can apply the Accreditation Requirements;

A1.2 Auditors shall demonstrate general abilities in:

- a) communicating effectively to persons at any level using appropriate and relevant language(s), terms, expressions and speech. All Auditors must be able to read, write and converse in the English language;
- b) reading and writing with sufficient speed, accuracy and comprehension to record, take notes and effectively and accurately communicate audit findings and conclusions;
- c) interviewing to obtain relevant information by asking open-ended, well formulated questions and listening to understand and evaluate the answers; and
- d) conducting and managing an audit to achieve the audit objectives within the agreed timeframe;

A1.3 Auditors shall:

- a) hold qualifications as a Lead Auditor;
- b) obtain LPA Administration approval to effectively perform the LPA Evaluation of the Accreditation Requirements;
- c) undertake LPA Evaluation activities as directed by LPA Administration and in accordance with the Accreditation Requirements, in an impartial, objective and timely manner;
- d) avoid any perceived or real conflict of interest. This includes ensuring there has been no relationship with the Producer within the previous 24 months (e.g. as a business associate, supplier, purchaser, relative, acquaintance, friend, partner, employee, volunteer, intern, contractor, researcher, advisor or consultant) that would give rise to a conflict of interest;
- e) manage information, confidentiality requirements, document exchanges, databases, reporting and communications in relation to the LPA Program;

ANNEX 2 – LPA NONCONFORMITY DEFINITIONS AND MANAGEMENT

Type of nonconformity	Definition	Documented and communicated by	Required action	Due date for completion of action	Consequence for lack of effective action
Minor	<p>Failure to demonstrate fulfillment of Accreditation Requirements that is <u>not</u> likely to directly compromise food safety or the integrity of the Industry or the LPA</p> <p>EXAMPLE - Incomplete or minor inaccuracy on an NVD, management system is in place but not followed, small and infrequent record keeping errors.</p>	<p>a) A minor nonconformity recorded on an Audit Report resulting in action required to remedy the nonconformity.</p> <p>b) Communicated to the Producer by the Auditor in the Audit Report or by notice from LPA Administration.</p>	<p>The Producer shall:</p> <ol style="list-style-type: none"> take action to correct the nonconformity; take action to ensure that the nonconformity does not reoccur; address any knowledge gaps in the area of concern; and keep a record of corrective action taken and date nonconformity was rectified. 	<p>As specified by the Auditor or LPA Administration.</p> <p>Not more than three months.</p>	<p>As specified by the Auditor or LPA Administration.</p> <p>Non-action, lack of effective action within the due date for completion or reoccurrence of the minor nonconformity will result in the minor nonconformity being escalated immediately to a major nonconformity.</p>

Type of nonconformity	Definition	Documented and communicated by	Required action	Due date for completion of action	Consequence for lack of effective action
Major	<p>Failure to demonstrate fulfillment of Accreditation Requirements:</p> <ul style="list-style-type: none"> a) which has the potential to compromise food safety, market access or impinge on the integrity of the Industry or the LPA program; b) required management system documentation is not in place; c) due to a complete lack of knowledge or application of the Accreditation Requirements; or d) due to the reoccurrence of nonconformities that have not been addressed through effective corrective action. e) identification of three or more minor nonconformities during an LPA Evaluation. <p>EXAMPLE Verified residue detection higher than MRL, no management system in place, records have not been kept, repeated incorrect N LIS system transfers, animals not identified with N LIS devices, no access to requirement documentation.</p>	<ul style="list-style-type: none"> a) A major nonconformity recorded on an Audit Report resulting in action required by the Producer to remedy the nonconformity. b) Communicated to the Producer by the Auditor in an Audit Report or by notice from LPA Administration. 	<p>The Producer shall:</p> <ul style="list-style-type: none"> a) take action to correct the nonconformity; b) take action to ensure that the major nonconformity does not reoccur; c) address any knowledge gaps in the area of concern; and d) provide evidence and notification to the Auditor or LPA Administration once the action is completed. <p>Upon issuance of a major nonconformity, LPA Administration may:</p> <ul style="list-style-type: none"> e) issue a Show Cause Notice; f) change the Producer's Accreditation Status; or g) change the PIC's Accreditation Status. <p>The Accredited Producer may be subjected to an increased LPA Evaluation frequency.</p> <p>All costs associated with resolving major nonconformities, including all necessary subsequent LPA Evaluations, may be charged to the Producer.</p>	<p>As specified by the Auditor or LPA Administration.</p> <p>Not more than 30 days.</p>	<p>As specified by the Auditor or LPA Administration.</p> <p>Non-action, or lack of effective action within the due date for completion or a reoccurrence of the major nonconformity will result in the Accredited Producers Accreditation being Suspended.</p>

Type of nonconformity	Definition	Documented and communicated by	Required action	Due date for completion of action	Consequence for lack of effective action
<p>Critical</p>	<p>Failure to demonstrate fulfillment of Accreditation Requirements:</p> <ul style="list-style-type: none"> a) which can result in food safety being jeopardised or cause a loss of integrity of the Industry or the LPA; b) due to multiple instances of major nonconformities; c) false and fraudulent use of NVDs; d) due to the reoccurrence of a major nonconformity that has not been addressed through effective corrective action; or e) management of livestock is not consistent with the Australian Animal Welfare Standards and Guidelines. <p>EXAMPLES:</p> <ul style="list-style-type: none"> - Verified evidence of livestock fed Restricted Animal Material (RAM) - Fraudulent use of NVDs, - HGP treated stock not identified or declared on NVDs - Evidence of the Australian Animal Welfare Standards and Guidelines not being adhered to - Complete lack of system in place to meet LPA requirements. - Goats that do not meet the definition of a Harvested Rangeland Goat are consigned on a HRG LPA NVD. - Agricultural or veterinary chemical residue detected in a goat consigned on a Harvested Rangeland Goat NVD. 	<ul style="list-style-type: none"> a) A critical nonconformity recorded on an Audit Report resulting in action required by the Producer to remedy the nonconformity. b) Communicated to the Producer by the Auditor in an Audit Report or by notice from LPA Administration. 	<p>Upon identification of a critical nonconformity by an Auditor, LPA Administration will review the nonconformity and may:</p> <ul style="list-style-type: none"> a) request further information; b) uphold the critical nonconformity and require the Producer to undertake specific corrective actions; c) downgrade the critical nonconformity to a major nonconformity, and require the Producer to undertake specific corrective actions; d) change the Producer's Accreditation Status; e) notify the relevant government authorities; f) change the PIC's Accreditation Status; <p>The Producer shall:</p> <ul style="list-style-type: none"> h) take action to correct the nonconformity; i) take action to ensure that the critical nonconformity does not reoccur; j) address any knowledge gaps in the area of concern; and k) notify the Auditor or LPA Administration once the action is completed. <p>All costs associated with resolving critical nonconformities, including all necessary subsequent Audits, may be charged to the Producer.</p>	<p>As specified by the Auditor or LPA Administration.</p> <p>Not more than seven days, and in the case of suspension or withdrawal it is immediate.</p>	<p>Suspension or Withdrawal of accreditation.</p>

ANNEX 3 – CURRENT NVDS

A2.1 A current NVD for the purposes of the LPA Program means versions as defined in this Annex.

A2.2 From time to time, the Taskforce may recognise revised versions of NVDs and/or withdraw recognition of previous versions at its reasonable discretion to facilitate market access requirements of the Industry.

A2.3 All previous versions for which recognition has been withdrawn are invalid and may not be used for the purposes of the LPA Program.

A2.4 Current NVDs that are recognised by the Taskforce are prescribed in the tables below:

Table A2.1: Cattle NVD

Description	Document Reference	Status	Date of Introduction	Replacement By	Date of Withdrawal
Edition 1 March 2004	First Edition, March 2004	Invalid	Mar-04	First Edition, November 2005	16 Nov 2015
Edition 1 November 2005	First Edition, November 2005	Invalid	Nov-05	C05/07	16 Nov 2015
Edition 1 May 2007	C05/07	Invalid	May-07	C03/09	16 Nov 2015
Edition 1 July 2008	C0708	Invalid	Jul-08	C03/09	Jul-08
March 2009	C03/09	Invalid	Mar-09	C04/10	16 Nov 2015
April 2010	C0410	Invalid	Apr-10	C04/11	16 Nov 2015
April 2011	C0411	Invalid	Apr-11	C04/12	16 Nov 2015
April 2012	C0412	Invalid	Apr-12	C04/13	16 Nov 2015
April 2013	C0413	Invalid	Apr-13	C07/20	1 Jan 2021
July 2020	C0720	Current	Jul-20	Current	Current

Table A2.2: EU Cattle NVD

Description	Document Reference	Status	Date of Introduction	Replacement By	Date of Withdrawal
Edition 1 March 2004	First Edition, March 2004	Invalid	Mar-04	First Edition, November 2005	16 Nov 2015
Edition 1 November 2005	First Edition, November 2005	Invalid	Nov-05	E05/07	16 Nov 2015
Edition 1 May 2007	E05/07	Invalid	May-07	E0708	16 Nov 2015
Edition 1 July 2008	E0708	Invalid	Jul-08	E04/10	16 Nov 2015
April 2010	E0410	Invalid	Apr-10	E04/11	16 Nov 2015
April 2011	E0411	Invalid	Apr-11	E04/12	16 Nov 2015
April 2012	E0412	Invalid	Apr-12	E04/13	16 Nov 2015
April 2013	E0413	Invalid	Apr-13	E07/20	1 Jul 2021
July 2020	E0720	Current	Jul-20	Current	Current

Table A2.3: Sheep NVD

Description	Document Reference	Status	Date of Introduction	Replacement By	Date of Withdrawal
Edition 1 March 2004	First Edition, March 2004	Invalid	Mar-04	First Edition, November 2005	16 Nov 2015
Edition 1 November 2005	First Edition, November 2005	Invalid	Nov-05	S05/07	16 Nov 2015
Edition 1 May 2007	S05/07	Invalid	May-07	S0708	16 Nov 2015
Edition 1 July 2008	S0708	Invalid	Jul-08	S04/10	16 Nov 2015
April 2010	S0410	Invalid	Apr-10	S04/11	16 Nov 2015
April 2011	S0411	Invalid	Apr-11	S04/12	16 Nov 2015
April 2012	S0412	Invalid	Apr-12	S04/13	16 Nov 2015
April 2013	S0413	Invalid	Apr-13	S07/20	1 Jan 2021
July 2020	S0720	Current	Jul-20	Current	Current

Table A2.4: Goat NVD

Description	Document Reference	Status	Date of Introduction	Replacement By	Date of Withdrawal
Edition 1 March 2004	First Edition, March 2004	Invalid	Mar-04	First Edition, November 2005	16 Nov 2015
Edition 1 November 2005	First Edition, November 2005	Invalid	Nov-05	G05/07	16 Nov 2015
Edition 1 May 2007	G05/07	Invalid	May-07	G0708	16 Nov 2015
Edition 1 July 2008	G0708	Invalid	Jul-08	G04/10	16 Nov 2015
April 2010	G0410	Invalid	Apr-10	G04/11	16 Nov 2015
April 2011	G0411	Invalid	Apr-11	G04/12	16 Nov 2015
April 2012	G0412	Invalid	Apr-12	G04/13	16 Nov 2015
April 2013	G0413	Invalid	Apr-13	G05/17	1 Mar 2019
May 2017	G0517	Invalid	May-17	G07/20	1 Jan 2021
July 2020	G0720	Current	Jul-20	G05/24	1 Nov 2025
May 2024	G0524	Current	Oct-2024	Current	Current

Table A2.5: Bobby Calf NVD

Description	Document Reference	Status	Date of Introduction	Replacement By	Date of Withdrawal
Edition 1 March 2004	First Edition, March 2004	Invalid	Mar-04	BC0708	16 Nov 2015
Edition 1 July 2008	BC0708	Invalid	Jul-08	BC04/10	16 Nov 2015
April 2010	BC0410	Invalid	Apr-10	BC04/11	16 Nov 2015
April 2011	BC0411	Invalid	Apr-11	BC04/12	16 Nov 2015
April 2012	BC0412	Invalid	Apr-12	BC07/20	1 Jan 2021
July 2020	BC0720	Current	Jul-20	Current	Current

Table A2.5: Harvested Rangeland Goat NVD

Description	Document Reference	Status	Date of Introduction	Replacement By	Date of Withdrawal
Edition 1 May 2024	First Edition, May 2024	Current	Oct-2024	First Edition, May 2024	Current

ANNEX 4 – LPA LOGO



**Livestock Production
Assurance**



Livestock Production
Assurance

FIND OUT MORE ABOUT LPA

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