

PROOF - Pasture Raised On Open Fields

Certification Rules

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1. Scope

- a. The PROOF Standards outline the minimum requirements for on farm practices relating to production of livestock including, pigs, poultry, sheep and cattle, and the use of the PROOF Pasture Raised On Open Fields (PROOF) Trademark.
- b. The main focus of the PROOF standards is the on farm management of livestock in a farming system that provides unrestricted daytime access to actively managed, pastured range areas in an environment that encourages purposeful use of those areas.
- c. The Standards apply to the following products that carry, or are intended to carry, descriptive labelling referring to pastured production and the PROOF Certification Trademark:
 - i. unprocessed products from animals; and
 - ii. processed products derived mainly from (i) above.
- d. Requirements in the PROOF Standards are complementary and additional to other health, agricultural, environmental, food and production related regulatory requirements at federal, state, territory and other relevant levels.
- e. With prior approval of the ACCC, PROOF reserves the right to amend the Standards at any time in order to remain compliant with such requirements.

2. Definitions

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

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

Auditor: A person deemed by these Rules to have the expertise and authority to inspect and audit operators in regard to compliance with the PROOF Standards for licensing purposes. These Rules set out the required qualifications for an auditor.

Certification: The action or process of providing someone or something with an official document attesting to a status, or for the purpose of these Rules, the issuing of a License Agreement.

Certified: The operator has in place a License Agreement for use of the PROOF Certification Trademark.

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

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

Desk Audit: An examination of documents, records and other supplied evidence by an auditor, to assess compliance to the PROOF Standards. This assessment is done away from the Licensee's farm or operation.

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

Independent Third Party Auditor: 'Independent' means that the auditor has no ownership of the farm or any of its facilities, and was not involved or contracted to contribute to the design, planning or construction of the farm or any of its facilities.

Internal Audit: A systematic examination, self-assessment and reporting by the applicant or Licensee pertaining to the Licensed operation or farm that is submitted to PROOF, to determine whether activities comply with planned objectives and requirements of relevant Standards.

Inspection: See Audit.

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

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

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

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

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

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

Pastured: All livestock are raised outdoors with continuous and unrestricted daytime access to paddocks that are suitable for grazing and are provided with shade and shelter. All animals must use the paddocks each day unless; they choose to shelter because of inclement weather, short term confinement for veterinary treatment or when giving birth. Feed supplements are available to ensure all their nutritional needs are met. Animals are kept at a stocking intensity that will ensure forage is always available in an actively managed rotational grazing system. Exception; young birds that are not yet fully feathered and poultry that must be protected from predation at night.

Food Processor: Is a food service establishment preparing or packaging food for consumption from meat supplied by or purchased from a licensed PROOF producer. A food processor is not an abattoir.

PROOF – Pasture Raised On Open Fields: This organization carries out independently accredited auditing, review and consultation, which enables the licensing of the PROOF Certification Trademark.

Standards: The PROOF Standards and subsequent amendments for pastured production. The Standards defines criteria for assessment for licensing.

3. Certification Trade Mark

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

4. Licenses

- a. A license to use the PROOF Certification Trademark will be granted to applicants who apply for such a license and who can demonstrate to the satisfaction of PROOF that systems are in place to ensure that only product that has been produced according to the PROOF

Standards will be labelled, marketed, promoted or otherwise identified using the PROOF Certification Trademark. A licensee will be required to pay an annual license fee to be set by PROOF.

- b. Reference to PROOF certification and use of the PROOF logo requires audit, licensing and conformance to the PROOF Standard and these Rules.
- c. Legal or other means shall be pursued where incorrect or unauthorised use of the logo or the name PROOF is found to be occurring.
- d. Operators wishing to utilize the PROOF logo are required to undertake the steps outlined next.

PROOF Licensing Process

- e. Prior to certification with PROOF, the operator must:
 - i. apply for and enter into to a PROOF Licensing Agreement;
 - ii. complete a self-assessment and declaration questionnaire;
 - iii. participate in an on farm audit conducted by an inspector appointed by PROOF;
 - iv. satisfy PROOF that the applicant will comply with the PROOF standards.
- f. Onus is on the operator and their employees/contractors to ensure at all times that they are fully aware of all relevant aspects of the PROOF Standard relating to their operation. It is also the responsibility of the operator to be aware of extra regulatory or market requirements that are in addition to the PROOF standard.
- g. An application for PROOF certification, including payment, shall be made to PROOF. As part of the application process, the applicant must complete a declaration questionnaire in relation to their understanding of the PROOF Core Values and Standards. Applicants will be required to give details about their business structure and the livestock or systems they wish to certify. Application shall be made online.
- h. Upon receipt of payment, the applicant is sent all relevant documentation to enable them to complete any required documentation in preparation for a farm inspection.
- i. The application will only proceed once all requested documentation has been received.
- j. A PROOF auditor or qualified staff member, may request further documentation or evidence to assist in the assessment of the application.
- k. Following initial assessment and successful on farm audit, approval for a License may be granted pursuant to any special conditions applicable.
- l. The operator must be able to verify adherence to the relevant PROOF Standards and any special conditions set out by PROOF in the license agreement.
- m. Upon approval, a Licensing Agreement is offered to the operator. Certification is not finalized until the Licensing Agreement has been signed by all parties.
- n. PROOF certification applies to the operator who owns, leases or has legally recognized and enforceable management control of such an operation or facility. PROOF certification therefore is not transferable but applies to both the operator and the farm or facilities.

Random Audits

- o. At a minimum, PROOF will carry out an on farm audit of 20% of all licensed operators in each calendar year. These audits shall be in addition to initial audits for new applicants

and also additional to the annual internal audit carried out by the operator. Such Licensees will be selected at random.

- p. Random audits may be carried out whenever an opportunity arises. PROOF will give at least 7 days written notice of such audit.
- q. Unscheduled audits will be carried out without notice if concerns arise about the compliance status of any licensee that may be the result a bona fide complaint or referral by a reliable third party.
- r. PROOF may employ satellite, aerial or drone photography services to monitor a Licensee's farm remotely.
- s. PROOF may make it a condition of a License Agreement that more regular audits, at the cost of the Licensee, be carried out for individual Licensees if deemed necessary by PROOF.

Internal Audit (Self-assessment)

- t. An internal audit is to be ongoing, self-appraisal of the Licensee's operation. During an internal audit, internal auditors (the Licensee or their representative) will evaluate and monitor the licensee's management, reporting, and conformance to the PROOF Standard and make suggestions for improvement.
- u. The Licensee will be notified 28 days prior to the expiration date of their License Agreement to undertake an annual internal audit and submit it to PROOF.
- v. The Licensee must submit an annual internal audit to PROOF prior to renewal of the License Agreement.
- w. The internal audit will be assessed by an appointed auditor for compliance to the PROOF Standards. The auditor may request further information, photographic evidence or a live video tour of the operation from the Licensee to aid in the assessment.
- x. The internal audit must be reported in the format supplied by PROOF and made available on the PROOF website. This audit report is a standardized form that shall be submitted to PROOF upon completion and by the required due date.
- y. The internal audit will directly reference each area of the PROOF Standard applicable to the Licensee's operation.
- z. The internal audit forms are sent to the Licensee with the renewal notice and are also available online.

Ongoing Compliance

- aa. To maintain certification, the operator shall, at a minimum, commit and allow all resources and personnel to achieve the following:
 - i. For Licensees that are Food Processors, an annual audit is required that will be undertaken by an auditor appointed by PROOF with the appropriate scope.
 - ii. Perform and submit to PROOF an annual internal audit (self-assessment) unless the Licensee is a Food Processor, in which case, section 4.aa.i will apply, or, if a Licensee Agreement contains a condition for more frequent on farm audits;
 - iii. Provide any assistance reasonably required by a PROOF auditor to perform an audit or assessment of an internal audit;
 - iv. Produce to the PROOF auditor all information, records or documents (in hardcopy or softcopy) requested to facilitate an audit or assessment of an internal audit;

- v. Random or special unscheduled audits;
- vi. The operator acknowledges that it will be responsible for the payment of all fees, costs and expenses associated with additional audits for non-conformances;
- vii. An annual license fee is paid to PROOF;
- viii. Upkeep of the relevant records as required as well as maps and related information, to be made available at the time of auditing and to PROOF as requested;
- ix. Ensure compliance with this Standard, or immediate written notification to PROOF of deviation from the Standard;
- x. Ensure compliance with special conditions or directives as specified in license agreements or stemming from correspondence with PROOF;
- xi. Keep updated and familiar with the Standard, especially pertaining to modifications or updates as they occur;
- xii. Ensure compliance with regulatory requirements, including but not limited to biosecurity, animal welfare and health requirements for food quality and safety.

5. Obligation of PROOF - Pastured Raised On Open Fields

- a. PROOF is responsible for the administration of the Certification Trade Mark and its Licenses. PROOF shall maintain the Certification Trade Mark and associated Rules current, make the required Standards freely and readily available via a dedicated website, appoint one or several auditors and train them in the PROOF Standards.
- b. PROOF shall act upon the advice of the appointed auditor for the purpose of issuing a license for the PROOF Certification Trademark.
- c. PROOF shall maintain and publish on the dedicated website the names of those producers who are licensed to use the Certification Trade Mark.
- d. PROOF shall maintain a register of licensed producers.
- e. PROOF shall not alter or amend the Rules without prior approval of the ACCC.
- f. PROOF shall advise all licensees of any alteration, amendment, addition or deletion to or from these Rules approved by ACCC and keep the information on the dedicated web site current at all times.
- g. Auditor requirements**
 - i. All Auditors must be approved by PROOF and must meet the qualifications set out in this paragraph g.
 - ii. An auditor will be an independent third party and may be an individual engaged by PROOF or, a person authorized to act on behalf of PROOF.
 - iii. Each Auditor must provide evidence of qualifications as a Lead Auditor of Quality Management or Food Safety systems.
 - h. An auditor must also satisfactorily demonstrate:
 - i. A practical understanding of the livestock industry or systems they will be auditing;

- ii. A practical working knowledge of the PROOF Standards and any other standards relating to livestock or systems to be audited;
- iii. Capable of carrying out the obligations of an Auditor under the PROOF program;
- iv. Be registered as an auditor with Exemplar Global or an Authorized Authority.

6. Obligation of Certified Applicant

- a. Each Licensee has the following obligations:
 - i. To ensure that their operation complies with the minimum requirements set out in the PROOF Standards and to maintain these Standards at all times;
 - ii. To agree with and ensure compliance with these Rules;
 - iii. To comply promptly with any reasonable direction of PROOF relating to the PROOF Standards;
 - iv. To advise PROOF of any change in ownership of the Licensed Business;
 - v. Not to assign any benefit of licensing or license without written consent of PROOF;
 - vi. To pay promptly, or when due, all fees arising under these Rules as specified from time to time by PROOF;
 - vii. To provide to PROOF an annual internal audit of the licensee's operations;
 - viii. To assist the auditing process by providing access to premises and records;
 - ix. To advise PROOF in writing of any matter which may be relevant to the licensing of the operator or its continuance;
 - x. To allow an Auditor appointed by PROOF access to the licensed facilities for the purpose of confirming compliance with the PROOF Standards and these Rules.
 - xi. To only apply the PROOF Certification Trademark in accordance with the instructions and standards set out in the PROOF Logo Licensing Agreement and in accordance with any directions that may be issued from time to time by PROOF in the interest of the integrity of the PROOF Standards and/or the protection and preservation of the PROOF Certification Trademark.

7. Termination

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

8. Appeal

- a. A decision not to grant a license shall be reviewed by PROOF if requested in writing indicating the grounds of dissatisfaction. In a case where the decision is based on an audit report and where PROOF believes that reasonable grounds for a review exist, PROOF shall seek the advice of the Auditor who conducted the Audit and issued the Audit Report and thereafter may seek further advice of a more senior third party auditor and act on that advice when reviewing the decision.
- b. The above process will be managed by the Chief Executive Officer or his/her nominee with input from the PROOF Executive and/or a committee appointed by the PROOF Executive for that purpose. However, any decision will have to be in line with the auditors' final recommendation.
- c. In the event that PROOF maintains the decision to refuse a license to use the Certification Trade Mark, the aggrieved party may apply for a review to be conducted by an arbitrator appointed by mutual agreement or by the Chartered Institute of Arbitrators.
- d. In case of a dispute relating to any other issue, that is not specifically related to a recommendation made by an auditor, the Chief Executive Officer of PROOF will seek to resolve such a dispute within 30 days from being informed in writing that a dispute exists. If a resolution cannot be reached, the CEO will present the issues to the PROOF Executive or a committee appointed by the PROOF Executive for that purpose, to seek resolution of the dispute. If the dispute remains unresolved after 60 days from the time when it was notified in writing to the CEO, the aggrieved party may apply for a review to be conducted by an arbitrator appointed by mutual agreement or by the Chartered Institute of Arbitrators.

9. Governing Law

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