ARA Accreditation Program Rules

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Contents

Foreword

These Rules contain the ARA Accreditation Program Rules for Animal Products Rendering Establishments and Recyclers of Used Cooking Fats and Oils Intended for Animal Feeds.

The Australian Renderers Association Inc. (ARA) has established a voluntary Industry Accreditation Program.

This Program has been verified by the Commonwealth to qualify processing plants for access to various export markets. The ARA has signed a Letter of Exchange, the Deed, with the Commonwealth which formalises the framework underpinning export listing auditing arrangements.

The Program is available for both members and non-members of the ARA.

Verification Audits are conducted annually at each Accredited Establishment. The Auditors must be approved by ARA. Verification audits conducted to assess conformance with market access listing requirements may be conducted six months after the initial recommendation for market access listing.

The Audits are conducted to verify conformance with:

- The Australian Standard for Hygienic Rendering of Animal Products AS5008 as amended;
- The ARA Code of Practice for Hygienic Rendering of Animal Products (the Industry Code of Practice) as amended;
- The National Standard for Recycling of Used Cooking Fats and Oils Intended for Animal Feeds as amended; and
- Importing country requirements, as applicable.

The Industry Code provides an industry benchmark for the manufacture of rendered products. The Australian Standard AS 5008 was derived from the Code and provides the legislated minimum requirements for manufacturing practice.

Compliance to the Australian Standard AS 5008 is the minimum required standard for the operation of a rendering plant in Australia. The Industry Code of Practice offers manufacturers further opportunity to strengthen existing manufacturing systems to ensure product integrity and safety to compliment feed safety programs.

Accredited Establishments may apply separately to be listed for export to specified countries where they meet the necessary requirements.

ARA has appointed AUS-MEAT Limited as its Provider to assist in the conduct of the Industry Accreditation Program under mutually agreed arrangements with the ARA.

For further information contact:

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1 INTRODUCTION

An Australian Animal Products Rendering Establishment or Recyclers of Used Cooking Fats and Oils may apply in accordance with these Rules, to the Australian Renders Association (ARA) through AUS-MEAT Limited (the Provider), for Voluntary Accreditation to verify conformance with the ARA Code of Practice for Hygienic Rendering of Animal Products published by (ARA) and the Australian Standard for Hygienic Rendering of Animal Products AS5008:2007 or The National Standard for Recycling of Used Cooking Fats and Oils Intended for Animal Feeds. The Program is available for both members and non-members of the ARA.

(Note: ARA Accreditation under these Rules does not in any way imply or infer Accreditation by AUS-MEAT for any purpose other than rendering of animal products or otherwise allow the use of the AUS-MEAT logo.)

1.1 Roles and Responsibilities

1.1.1 The roles and responsibilities of the following entities in relation to this voluntary hygienic rendering Accreditation Program are as agreed in a Memorandum of Understanding (MOU) between ARA and AUS-MEAT:

- Australian Renderers Association (ARA)
- ARA Accreditation Program Review Committee (ARARC)
- AUS-MEAT Limited (AUS-MEAT)

1.1.2 ARA and AUS-MEAT have agreed that AUS-MEAT will undertake the roles and responsibilities of the PROVIDER to assist in the conduct of the Industry Accreditation Program under mutually agreed arrangements.

1.1.3 Under the MOU, ARA will maintain ownership and control of the content of the ARA Code of Practice for Hygienic Rendering of Animal Products (Industry Code of Practice) through the ARA Accreditation Program Review Committee (ARARC), an industry forum convened by the ARA representing a cross section of members of the association to review and update the Industry Code of Practice and manage these Accreditation Program Rules.

1.1.4 ARA will notify AUS-MEAT of any changes to the Industry Code of Practice from time to time in accordance with the MOU.

DEFINITIONS AND APPLICATION

2.1 Definitions

In these Rules, when commencing with a capital letter:

Accreditation means Accreditation of an Animal Products Rendering Establishment by ARA in accordance with these Rules.

Approved Auditor means a third party independent person approved by the ARA through the Provider ARA Program Manager, in accordance with criteria detailed under these ARA Accreditation Program Rules, to conduct Audits to verify conformance with the Industry Code of Practice, the Australian Standard or Importing Country Requirements, as applicable.

ARA means the Australian Renderers Association Inc. ABN 93 095 899 334.

ARA Accreditation Program means a voluntary program established and operated by the ARA to verify conformance with the Industry Code of Practice, the Australian Standard or Importing Country Requirements, as applicable.

ARARC means the ARA Accreditation Program Review Committee, an industry forum convened by the ARA representing a cross section of members of the association to review and update the Industry Code of Practice and manage the Industry Accreditation Program Rules.

Audit means a systematic and functionally independent examination to determine whether activities and related results comply with planned objectives.

AUS-MEAT means AUS-MEAT Limited ABN 44082528881.

Australian Standard means the Australian Standard for the Hygienic Rendering of Animal Products AS5008:2007.

Commonwealth means the Australian Government Department of Agriculture and Water Resources or any successor as the competent authority for regulation of export of goods from Australia.

Deed means the signed letter of exchange (and its attachments) which formalises the framework underpinning the export listing auditing arrangements between the Commonwealth and the ARA.

Establishment means an Animal Products Rendering Establishment which may or may not be integrated with a meat processing Enterprise otherwise accredited by AUS-MEAT in accordance with the AUS-MEAT National Accreditation Standards.

Industry means the Australian Animal Products Rendering Industry represented by ARA.

Industry Code of Practice means the ARA Code of Practice for Hygienic Rendering of Animal Products published by ARA at www.ausrenderers.com.au, as amended from time to time.

Licence or License Agreement means the licence granted by ARA, or its nominated agent, to a person to use the Trade Marks.

MOU means the Memorandum of Understanding agreed between the ARA and AUS-MEAT and includes any Schedules or attachments.

Non-conformance means non-conformance with the Industry Code, the Australian Standard or Importing Country Requirements, as applicable.

Notification Protocol means the parameters and procedures agreed by the Parties to notify the relevant authorities of the identification of Critical Non-conformances and other matters relating to the conduct of the Industry Accreditation Program.

Parties mean the ARA and AUS-MEAT.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

PROVIDER means an agent appointed by the ARA to provide Administration and Auditing Services for the ARA Accreditation Program on behalf of the ARA under mutually agreed arrangements.

Quality Assurance Program means the documented HACCP based quality assurance system prepared and adopted by an Establishment in accordance with the Industry Code of Practice and these Rules.

Raw Material Means any biological material from animals used for the purpose of processing into fats, oils, processed animal protein or fertiliser.

Rendering means the process of heat treating raw materials to remove moisture and/or liberate fat.

Rendering Establishment means premises used for rendering animal products.

Rules means the ARA Accreditation Program Rules for Animal Products Rendering Establishments published by the ARA at www.ausrenderers.com.au, as amended from time to time.

Schedule(s) means any Schedule(s) to the MOU.

Trade Mark means registered trademarks of ARA relating to conformance with the Industry Code of Practice.

Verification means confirmation, through the review of objective evidence, that requirements have been fulfilled.

Verification Audit means an Audit undertaken by an Approved Auditor.

REFERENCE DOCUMENTS

- The Australian Standard for Hygienic Rendering of Animal Products AS5008:2007 as amended;
- The ARA Code of Practice for Hygienic Rendering of Animal Products (the Industry Code of Practice) as amended;
- The National Standard for Recycling of Used Cooking Fats and Oils Intended for Animal Feeds as amended; and
- Importing country requirements, as applicable.

2.2 Presumptions of Interpretation

2.2.1 For the purpose of these Rules, all powers to be exercised by ARA are exercised by its Executive Officer (or delegate) unless these Rules otherwise provide.

2.2.2 All discretions or decisions by ARA must be exercised or made in good faith. A person alleging that ARA has not acted in good faith bears the onus of proving that allegation.

2.2.3 A reference to a person includes the person's successors and permitted assigns. A reference to a person who holds an office includes (as the case requires) the person who holds:

a) that office from time to time;
b) a corresponding office in another jurisdiction; or
c) an office that replaces the nominated office from time to time.

2.2.4 A word which denotes:

a) the singular denotes the plural and vice versa;
b) any gender denotes the other gender; and
c) a person includes an individual, a body corporate and a government.

2.2.5 A reference to a paragraph or annexure is a reference to a paragraph of, or annexure to these Rules.

2.2.6 A reference to any other agreement or instrument where amended or replaced means that agreement or instrument as amended or replaced.

2.2.7 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in

2.2.8 respect of that word or phrase has a corresponding meaning.

2.3 Application of Rules

2.3.1 An Establishment seeking or obtaining Accreditation under these Rules acknowledges that:

a) ARA administers the ARA Accreditation Program for Animal Products Rendering Establishments and for Establishments Recycling of Used Cooking Fats and Oils Intended for Animal Feeds (UCO Recyclers) through its appointed Provider, AUS-MEAT Limited;
b) these Rules are not evidence of a binding legal agreement between the Establishment and ARA; and
c) any reference to rights or obligations of the ARARC under these Rules includes rights and obligations of the ARA.

2.3.2 These Rules supersede and replace all previous versions of the ARA Accreditation Program Rules including those corresponding provisions of Sections 13 and 14 of the ARA Code of Practice for Hygienic Rendering of Animal Products.

2.4 Indemnity

2.4.1 An Establishment which is accredited in accordance with these Rules indemnifies the ARA against all damages, losses, costs and expenses incurred by the ARA or its Provider arising out of:

a) any non-compliance by the Establishment with these Rules, any other Accreditation requirements or any laws or regulations applicable to hygienic rendering; or
b) any act or omission of the Establishment in connection with these Rules or Accreditation.

2.5 Use of Information

2.5.1 An Establishment accredited in accordance with these Rules acknowledges that the ARA or its Provider may use information concerning the Establishment or the business of the Establishment obtained in connection with these Rules or Accreditation as follows:

a) providing any or all such information to any relevant Commonwealth government agency as ARA considers appropriate in connection with an Establishment's importing country listing arrangements at export registered Establishments and any alleged or suspected breaches of Commonwealth laws;
b) providing any or all such information to any relevant State government agency as ARA considers appropriate in connection with licensing requirements and any alleged or suspected breaches of relevant State laws; and
c) publishing details of Establishments that have sought or obtained Accreditation under these Rules as ARA considers necessary or desirable for the purposes of these Rules or the ARA Accreditation Program.

2.5.2 The information collected in the normal course of business by ARA or its Provider may be Personal Information. It is collected and disclosed for the purposes of ARA's business purposes. ARA respects the privacy of individuals. Generally, ARA does not release Personal Information other than as specified in these Standards. In particular, in response to a legal requirement, in an emergency, in response to any unlawful act or omission, or potential unlawful act or omission, or in otherwise exceptional circumstances, the Executive Officer of the ARA or his nominee may at his discretion authorise the release of Personal Information in accordance with an established Notification Protocol.

2.6 Register

2.6.1 ARA through its Provider will maintain a register of Establishments **(Register)** which have sought or obtained Accreditation and may include details of the registration number, name, address of the Establishment, date of Accreditation, and other such details that ARA may wish to include from time to time in the Register.

2.6.2 Certain information contained in the Register will be made available to the general public to enable users to determine the Accreditation category of an Establishment.

2.7 Liability

2.7.1 Liquidated Damages

Without limiting ARA's rights arising out of a breach of these Rules, if an Establishment breaches a term of these Rules, the Establishment must, on demand from ARA, pay ARA by way of liquidated damages an amount of $5,000 for each day that the breach continues.

2.7.2 Acknowledgment

The parties acknowledge that the amount set out in paragraph 2.7.1 is:

a) a genuine pre-estimate of the damages suffered by ARA in the event of a breach, having regard to the loss of goodwill attaching to the Logo and the effect on the reputation and effectiveness of the ARA Accreditation Program; and
b) not a penalty.

2.8 Variations

2.8.1 ARA may from time to time amend these Rules.

2.8.2 Where ARA proposes to amend the Rules or is notified of an amendment to the Industry Code of Practice, ARA must notify all Establishments accredited under these Rules and Establishments in voluntary suspension in accordance with these Rules of its intention. A variation takes effect:

a) seven (7) days after ARA sends the notice, or from any other date specified in the notice; and
b) despite any accidental failure to give notice to any Establishment.

2.9 Public Inspection of the Rules

2.9.1 These Rules will be available for inspection during normal business hours at the offices of ARA's Provider, AUS-MEAT, at Unit 1 / 333 Queensport Road North, Murarrie, Brisbane, Queensland, 4172.

3 OBLIGATIONS OF AN ACCREDITED ESTABLISHMENT

3.1 Compliance

3.1.1 Each Establishment which is accredited in accordance with these Rules must comply in all respects with:

a) these Rules;
b) the Australian Standard;
c) the National Standard (UCO Recyclers);
d) the Industry Code of Practice published by ARA;
e) importing country requirements, as applicable; and
f) any relevant aspects of laws and regulations related to hygienic rendering relevant to the conduct of its activities.

3.1.2 Each Establishment must, as required by ARA, provide acceptable evidence of its compliance with the matters set out in paragraph 3.1.1 to ARA, or it's Provider.

3.2 Quality Assurance

3.2.1 The Establishment must establish, maintain and comply with a Quality Assurance Program covering all activities conducted within the Establishment which may impinge on hygienic rendering and conformance with the requirements of these Rules, the Australian Standard, the National Standard (UCO Recyclers) and the Industry Code of Practice including the establishment of standard operating procedures, and work instructions, and monitoring, verification, corrective and preventive action, and recording systems.

3.2.2 The minimum acceptable standard of Quality Assurance Program for the purposes of ARA Accreditation is a documented HACCP based quality assurance program, including the Establishment's documented export market access program, as applicable, established to exercise control over all aspects of hygienic rendering and recycling meeting the requirements of the Australian Standard for Hygienic Rendering of Animal Products or The National Standard for Recycling of Used Cooking Fats and Oils Intended for Animal Feeds as referred to in Appendix A to these Rules.

3.2.3 All Quality Assurance Program documentation must be approved by ARA through its Provider prior to Accreditation. The Establishment must ensure that the documentation is varied from time to time to conform to any variations to these Rules or the Industry Code of Practice or any other variations required by ARA.

3.3 Management Representative

3.3.1 The Establishment shall appoint a member of management who, irrespective of other responsibilities, shall have responsibility and authority to:

a) ensure that the relevant hygienic rendering related aspects of the Quality Assurance Program are established, implemented, maintained and updated;
b) ensure that sufficient numbers of trained staff are available at all times to carry out activities related to hygienic production of rendered products; and
c) report to senior management on the effectiveness and suitability of the approved Quality Assurance Program in relation to hygienic rendering outcomes or recycling processing outcomes .

3.4 Rights of Entry/Access to Relevant Information

3.4.1 An Establishment which is accredited in accordance with these Rules must provide an Approved Auditor or other ARA representative access to facilities, personnel, documentation and information in relation to provision of Accreditation with these Rules.

3.4.2 Without limiting paragraph 3.4.1 the Establishment must:

a) permit ARA or its agent to audit the Establishment's Quality Assurance Program and view the operations of the Establishment;
b) provide any assistance reasonably required by ARA or its agent;
c) produce to ARA or its agent any information, records or documents reasonably required by ARA or its agent; and
d) provide ARA or its agent with access to the Establishment premises (and any other premises under the control of the Establishment or an agent of the Establishment) at times reasonably required by ARA or the agent; for the purposes of reviewing the Establishment's compliance with these Rules.

3.5 Reference Material

3.5.1 An Establishment which is accredited in accordance with these Rules must at all times make current editions of the following documents available for reference by staff (access to current electronic copies is acceptable):

a) these Rules;
b) the Industry Code of Practice, the Australian Standard, the National Standard (UCO Recyclers) and Notices relating to relevant importing country requirements (as amended or superseded from time to time);
c) the relevant aspects of the Establishment's approved Quality Assurance Program; and
d) all other documents, which ARA advises, must be made available for reference.

3.6 Training and Competency Requirements

3.6.1 An Establishment which is accredited in accordance with these Rules must demonstrate to the satisfaction of ARA that there are at all times sufficient trained competent staff available to conform to the requirements of the Industry Code of Practice.

3.6.2 All processing staff should understand the principles of hygienic processing and handling of rendered or recycled UCO products:

a) Rendering establishments must employ in a supervisory role at least one member of staff who successfully completed training in the hygienic production of rendered products in accordance with the requirements of the Industry Code of Practice;
b) All rendering production staff must receive training on hygienic rendering practices to a competent standard. Records must be kept of employee training; and
c) The ARA Code of Practice should be available to staff in the rendering plant and for Recyclers The National Standard for Recycling of Used Cooking Fats and Oils Intended for Animal Feeds.

3.7 Notification of Changes to Establishment Operations

3.7.1 The Establishment's management representative must notify ARA in writing if the operation of the Establishment varies from the original application for Accreditation. Notification must be received by ARA through its Provider within 28 days of the variation occurring.

3.7.2 ARA must be notified of any change in ownership of the Establishment within 5 working days after the change of ownership occurs. Where applicable, ARA will notify the Commonwealth of any change in ownership of which it is notified.

3.8 Notification of Significant Circumstances

3.8.1 The Establishment's management representative must immediately notify ARA where significant circumstances occur at an Establishment accredited in accordance with these Rules which have the potential to jeopardise the reputation of ARA or the Australian Animal Products Rendering Industry or UCO Recyclers including the actions taken the manage the situation.

3.8.2 The Establishment acknowledges that information concerning such circumstances may be provided to the Owner of the Trade Mark as may be necessary to protect the reputation of the Trade Mark.

3.9 Fees

3.9.1 An Establishment which is accredited in accordance with these Rules must pay all fees payable in connection with these Rules (including without limitation fees payable to ARA, its Provider or agents, and Approved Auditors) as notified from time to time.

3.9.2 All auditing costs will be borne solely by the Establishment wishing to apply for Accreditation.

3.9.3 An initial application fee and an annual Accreditation fee may apply at a rate determined by ARA through its Provider as notified on request prior to an Establishment making application for Accreditation.

3.9.4 Goods and Services Tax (GST) will be payable by the establishment on all applicable fees and charges.

4 ACCREDITATION

4.1 Application for Accreditation

4.1.1 Each Establishment must apply to the Provider for Accreditation and supply all relevant information as required by the Provider. Each Establishment must notify ARA through the Provider all changes to information provided at the time of application from time to time.

4.1.2 Each Establishment must pay all fees payable to ARA or its agents connected with such an application.

4.1.3 Each Establishment must establish and maintain a Quality Assurance Program in accordance with paragraph 3.2 which must be submitted with its Application for Accreditation for approval by ARA through the Provider. The Establishment must ensure that the documentation is varied to conform to any variations in these Rules and the Industry Code of Practice from time to time.

4.2 Management Responsibilities in Audits

4.2.1 The Establishment through its management representative must:

a) inform relevant employees of the objectives and scope of the Verification Audit;
b) nominate members of staff who may be required to accompany the Approved Auditor;
c) provide all resources required by the Approved Auditor to properly carry out the Verification Audit;
d) provide access to materials and records as requested by the Auditor;
e) generally, co-operate with the Approved Auditor to ensure that the objectives of the Verification Audit are achieved; and
f) follow-up with corrective and preventive action on Verification Audit reports as necessary.

4.3 Accreditation Categories

4.3.1 Each Establishment will be categorised by ARA.

The Accreditation Categories for these Rules are described as follows:

N – Not Accredited - the Establishment is not accredited for hygienic rendering by ARA;

A – Accredited – the Establishment has progressed to Accreditation and is meeting the Industry Code of Practice;

S – Suspended – either voluntary or the ARARC has applied a sanction to the Establishment in respect of hygienic rendering and has issued a show cause notice in accordance with paragraph 5.3.2 of these Rules; and

W – Withdrawn – Accreditation has been withdrawn either voluntarily or by ARA on the advice of the ARARC.

4.4 Initial Verification Audit

4.4.1 Prior to Accreditation, each proposed Establishment must arrange for an Approved Auditor to conduct a Verification Audit of its business in respect of which it is seeking Accreditation. All Verification Audits under this paragraph will be at the Establishment's sole expense.

4.4.2 Following a Verification Audit referred to in paragraph 4.4.1; the Provider will notify the Establishment of the decision concerning Accreditation and, if the Accreditation is granted, send a Certificate detailing the scope of the Accreditation in accordance with paragraph 4.6.5.

4.5 Conduct of Verification Audits

4.5.1 One (1) or more Approved Auditor(s) will undertake Verification Audits.

4.5.2 On arrival at the Establishment, the Approved Auditor will contact the management representative of the Establishment and conduct an entry meeting. The Approved Auditor will explain the scope of the

Verification Audit, the manner in which it will be conducted, and answer questions that management may have with respect to the Audit.

4.5.3 The Verification Audit will be conducted in a manner to ensure that the matters set out in the Establishment's Approved Quality Assurance Program with respect to hygienic rendering; these Rules; the Australian Standard; and the Industry Code of Practice are being complied with.

4.5.4 The Approved Auditor will conduct an exit meeting and provide a written report of the Verification Audit noting:

a) confirmation of those areas of the Quality Assurance Program found to be in place and working effectively;
b) faults detected and their severity;
c) matters that require rectification and follow up visit arrangements if necessary; and
d) whether or not the Establishment will be recommended for Accreditation.

4.5.5 ARA will not grant Accreditation if it considers that:

(a) the Establishment's Quality Assurance Program fails to detect, record and correct non-conformity, where in the opinion of ARA such failure prejudices:

I. the reputation or integrity of ARA; or
II. the interests of the Australian Animal Products Rendering Industry; or
III. the interests of the UCO Recycling Industry; or
IV. the safety of Rendered Products.

4.5.6 Following the Verification Audit, ARA through its Provider will notify the Establishment of its decision concerning Accreditation.

4.5.7 Where Accreditation of an Establishment is granted, it will continue for a period of fourteen (14) months from the anniversary date of first accreditation being granted unless either withdrawn or suspended in accordance with Section 5 of these Rules.

4.5.8 The Approved Auditor will evaluate non-conformances according to a non-conformance scale as shown in Table 1 overleaf:

TABLE 1 : NON-CONFORMANCE DEFINITIONS		
Non-Conformance	**Documented by**	**Definition**
Critical Non-conformance	Documented on a Critical Incident Report (CIR)	In the opinion of the Approved Auditor or the ARARC: a) may cause loss of integrity of the Australian Animal Products Rendering Industry or ARA; b) the Rules or the Industry Code of Practice have been compromised and hygienic rendering jeopardised; c) the point of non-conformance results in a high risk that finished products are consistently contaminated in such a manner may represent a hazard to animal health d) there are enough non-conformances in an element to warrant a Critical systems failure; or e) a reoccurring major non-conformance which has not been addressed by corrective/preventive action.
Major Non-conformance	Documented on a Corrective Action Request (CAR)	In the opinion of the Approved Auditor or the ARARC: a) has the potential to compromise hygienic rendering or impinge on the integrity of the Australian Animal Products Rendering industry or the ARA; b) if not addressed there would be potential for the non-conformity to further compromise the Rules or the Industry Code of Practice; c) the point of non-conformance results in a low risk that finished products could be contaminated in such a manner may represent a hazard to animal health; d) there are enough non-conformances in an element to warrant a systematic major non-conformance; or e) reoccurring non-conformances which have not been addressed by corrective/preventive action.
Minor Non-conformance	Documented on a Corrective Action Request (CAR)	In the opinion of the Approved Auditor or the ARARC: a) there has been a variance from the Rules or the Industry Code of Practice that is not likely to directly impinge on hygienic rendering or the integrity of the Australian Animal Products Rendering industry or ARA. b) the point of non-conformance will not result in contamination of finished product unless combined with other Minor points of non-compliance

4.5.9 The Approved Auditor may recommend that Establishments may be Accredited if the audit results in:

- No Critical non-conformance identified;
- All minor and major non-conformances identified at the audit have been addressed to the satisfaction of the Approved auditor within the agreed timeframe.

4.5.10 The Approved Auditor must be satisfied that the implementation of the Quality Assurance Program provides an effective level of control over all operations that affect the hygienic status of rendered product, or a Major or Critical non-conformance must be raised for identified systematic failures.

4.5.11 The Approved Auditor will report the audit finding to the Establishment. The report will identify all points of non-conformance including non-conformances with the Quality Assurance Program documentation.

4.5.12 The Approved Auditor will issue Corrective Action Requests (CAR) for all Minor and Major non-conformances. Critical non-conformances will be reported on a Critical Incident Report (CIR).

4.6 Follow Up Verification Audits

4.6.1 Follow up Verification Audits may be conducted to ensure that non-conformances raised during a Verification Audit have been corrected within the agreed time frame.

4.6.2 In some circumstances a site visit may not be necessary and can be replaced by the submission of documents by the Establishment (e.g. by e-mail, surface mail or fax) that provide assurance the non-conformance(s) has been corrected within the agreed time frame. This option, where appropriate, will be discussed and confirmed at the exit meeting.

4.6.3 Should any non-conformance not be corrected within the agreed time frame then a revised rectification date shall be established. Failure to take the necessary action by this revised date may result in the Establishment being issued with a show cause notice asking it to show cause why Accreditation should not be withdrawn.

4.6.4 The Verification Audit is closed out when in the Providers opinion Establishment management has taken effective corrective action. If corrective action is not required to be taken by Establishment management as a result of the Verification Audit, the Verification Audit is closed out at the exit meeting.

4.6.5 Following successful completion and close out of the initial and each subsequent annual Verification Audits, The Provider will issue a certificate to the Establishment which will detail the scope of the Accreditation, and which will remain valid for a period of fourteen (14) months from the anniversary date of granting initial Accreditation unless otherwise determined by ARA.

4.6.6 All non-conformances must be closed before initial, or renewal of Accreditation will be granted unless otherwise determined by ARA.

4.7 Continuing Verification Audits

4.7.1 An Establishment which is accredited in accordance with these Rules will generally be audited once in a twelve-month period or at a frequency determined by ARA. These Continuing Verification Audits are announced and scheduled with the Establishment and must be conducted within +/- two (2) months of the anniversary of the date on which initial Accreditation was granted unless otherwise determined by ARA.

4.7.2 Continuing Verification Audits will be conducted in the same manner as the Initial Verification Audit for Accreditation and will examine all aspects of the operations, structure, documentation, management and conduct of the Establishment's Quality Assurance Program relating to verification of conformance with the Industry Code of Practice and these Rules.

4.7.3 At the completion of each Verification Audit the Approved Auditor will conduct an exit meeting and provide a written report of the Verification Audit including a recommendation regarding continuing Accreditation.

4.7.4 Notwithstanding paragraph 4.7.1, on the advice of the ARARC in accordance with paragraph 4.8.1, ARA may conduct additional random unannounced Verification Audits. The cost of these Verification Audits

will ordinarily be borne by ARA. However, ARA, on the advice of ARARC, may require all costs associated with the Verification Audit to be paid by the Establishment where a critical breach of these Rules or the Industry Code of Practice is recorded at the conclusion of the Verification Audit.

4.8 Incident Investigation

4.8.1 If ARA becomes aware that significant circumstances may have occurred, at an Establishment which is accredited in accordance with these Rules, which may have the potential to compromise the conformance of the Establishment with these Rules or the safety of rendered products, the ARARC may request that ARA conducts a random unannounced Verification Audit in accordance with paragraph 4.7.4.

4.8.2 Where in the opinion of ARARC sufficient verifiable evidence exists of a Critical non-conformance in accordance with Table 1, the ARA may, on the advice of ARARC, suspend the Establishment's Accreditation pending the outcome of a further investigation.

4.9 Dealing with Minor or Major Non-Conformances

4.9.1 Where a Minor or Major Non-Conformance is identified, the non-conformance is described on a Corrective Action Request (CAR) form.

4.9.2 Where a CAR for a Minor or Major Non-Conformance is issued the Establishment must:

a) remedy the non-conformance; and
b) provide any documentation to the Approved Auditor or ARA which it may require.

4.9.3 The Establishment may be subjected to an increased Verification Audit frequency and costs associated with conducting all necessary subsequent Verification Audits may be charged to the Establishment.

4.9.4 Failure by an Establishment to correct a non-conformance within the time frame specified by an Approved Auditor may result in the CAR being elevated to a Critical Incident Report (CIR).

4.9.5 Failure by an Establishment to provide evidence that a non-conformance, which is a non-compliance with its Market Access Program and/or the Export Rendering Program, has been rectified within 90 days after an Auditor has issued a CAR will be notified to the Commonwealth by ARA, where applicable.

4.10 Dealing with Critical Non-Conformances

4.10.1 An auditor must notify ARA, through its Provider, within one working day of the following:

a) the identification of a Critical Non-conformance;
b) a failed audit; or
c) failure of an Establishment to provide assistance to an Auditor or to allow an Audit.

4.10.2 Without limiting an Establishment's obligations under these Rules, a Critical Non-Conformance includes a "Critical Non-compliance" with Export Rendering Program requirements as defined in the "Deed" of agreement signed by the ARA and the Commonwealth including:

a) sourcing of product in contravention of to the Export Rendering Program requirements;
b) inappropriate use of Commonwealth seals; and
c) serious deviation of processing of product from the Establishment's Market Access Program, Importing Country requirements or the Export Rendering Program.

4.10.3 A Critical Non –Conformance will be handled in the following manner. (Fixed the numbering below which was out).

1) Where a Critical Non-Conformance is identified either at a verification audit or through other verifiable evidence, the non-conformance is described on a Critical Incident Report (CIR) form.

2) Where a CIR is issued:

a) the ARARC will convene as soon as practicable to consider the CIR; and

b) the ARARC may do one or more of the following:
   i. seek additional information;
   ii. suspend the Establishments Accreditation;
   iii. issue a show cause notice in accordance with paragraph 5.3.2;
   iv. uphold the CIR; or
   v. close the CIR and issue a CAR and determine in consultation with the Establishment a course of action to ensure that the Establishment is operating in accordance with these Rules and the Industry Code of Practice.

4.10.4 The ARARC must recommend that ARA notify relevant Authorities in accordance with Sections 2.5 and 4.11.9 of these Rules.

4.10.5 The ARARC may withdraw Accreditation as described in Section 5.3.

4.10.6 Where the ARARC resolves to close the CIR and issue a CAR, Section 4.9 will apply.

4.10.7 The costs associated with conducting all necessary subsequent Audits may be charged to the Establishment.

4.11 Listing for Access to Overseas Markets

4.11.1 The ARA through the Provider also provides supplementary Accreditation for the purpose of listing Establishments for selected markets. The requirements for supplementary Accreditation for selected markets are contained in the ARA documented protocols for listing Establishments for export of rendered products.

4.11.2 The ARA through the Provider will recommend to the Commonwealth that Establishments should be listed as eligible to export rendered product to specified countries in the following circumstances.

4.11.3 There must be an industry-based quality assurance arrangement agreed between the Commonwealth and the ARA.

4.11.4 Individual Establishments must be accredited by the ARA according to the Code of Practice and Australian Standard for Hygienic Rendering of Animal Products.

4.11.5 The Establishment must be audited by an ARA Approved Auditor for compliance with importing country requirements according to the industry-based quality assurance arrangement for the specified country.

4.11.6 The Establishment must apply for export listing by submitting the Commonwealth form ABP “Application form for EXPORT LISTING of establishments producing Animal By-products.” to the ARA Program Manager. When the ARA Program Manager receives a satisfactory audit report from the Approved Auditor it will endorse the form and lodge with the Commonwealth.

4.11.7 Where applicable, to adequately verify compliance with specific market access requirements, the ARA may require that a surveillance audit be conducted within 6 months of the date that the ARA is notified of the initial listing or supplementary listing. Subsequent continuing audits must then be conducted within +/- two (2) months of the anniversary of the date of the 6-month surveillance audit unless otherwise determined by the ARA. The date of expiry of the Establishment’s Accreditation may be adjust by agreement with the ARA. The need for a 6-month surveillance audit in specific circumstances may be waived by the ARA by agreement with the Commonwealth.

4.11.8 The ARA Program Manager will provide copies of the Auditor’s report conducted on a Listed Establishment to the Commonwealth upon request.

4.11.9 The ARA will notify the Commonwealth within one working day of receiving notification of the following:

a) the identification of a “Critical Non-compliance” for the purposes of the Deed;
b) failed audits; or
c) failure of an Establishment to provide assistance to an Auditor or to allow an Audit.

5 CESSATION OF ACCREDITATION

5.1 Voluntary Withdrawal

5.1.1 An Establishment may by written notice to ARA or The Provider request withdrawal of Accreditation. Withdrawal is effective on receipt by ARA or the Provider of the notice. The Establishment must also return any Accreditation certificate issued to it to ARA within 10 working days of forwarding the withdrawal notice.

5.2 Voluntary Suspension

5.2.1 An Establishment may by written notice to ARA apply to have its Accreditation suspended while it is not operating. Suspension of Accreditation is effective on acceptance by ARA of the notice. During a period of suspension of Accreditation, the Establishment must not handle, or process rendered products.

5.2.2 The maximum period of suspension of Accreditation is twelve continuous months. In cases where a period of suspension exceeds twelve continuous months Accreditation will automatically lapse. Where Accreditation has lapsed, an Establishment may at any time reapply for Accreditation by following the same procedure as for initial Accreditation.

5.2.3 An Establishment may at any time within the twelve-month period, by written notice to ARA, apply for re-instatement of the Establishment's Accreditation. On receipt of the written notice, ARA will consider the application and where an Establishment's Accreditation has been suspended for a period of twelve months or more from the last Verification Audit date, conduct a Verification Audit of the Establishment prior to re-instatement of the Establishment's Accreditation.

5.2.4 Where Accreditation is suspended there will be no pro rata or full refund of any Accreditation fees. If Accreditation is re-instated prior to the Establishment's next Accreditation expiry date, no further fees are due.

5.3 Withdrawal of Accreditation

5.3.1 On the advice of ARARC, ARA may suspend or withdraw Accreditation from an Establishment in the following circumstances:

a) detection of a Critical Non-conformance at an Establishment;
b) failure of the Establishment to permit reasonable access to an Approved Auditor or to co-operate with an Approved Auditor during any Verification Audit;
c) failure to implement and maintain an effective Quality Assurance Program or failure to take specified corrective action or corrective;
d) failure to pay any fees associated with the Accreditation;
e) supplying false information or documentation; or
f) the ARARC considers that the Establishment is unable or unwilling to comply with these Rules, the Industry Code of Practice or any other requirements of ARA in accordance with these Rules.

5.3.2 If any of these matters set out in paragraph above occurs ARA may suspend Accreditation and serve a notice in writing on the Establishment stating:

a) the grounds on which ARA formed the belief by virtue of which the notice is given; and
b) that the Establishment may give ARA a written statement within 14 days of receipt of the notice showing cause why it's Accreditation should not be withdrawn and, that if the Establishment fails to respond to the notice, its Accreditation may be withdrawn.

5.3.3 On the advice of ARARC, ARA will:

a) consider any written submission made by the Establishment;
b) obtain and consider any other material that it may consider relevant; and
c) decide:
    i. not to take any further action;
    ii. to continue suspension of the Accreditation;
    iii. to withdraw the Accreditation; or

iv. to take such other steps with regard to Accreditation as ARA considers appropriate in the circumstances, including referring the matter to the ARARC.

5.3.4 ARA may adopt such procedures in deciding whether or not to withdraw the Accreditation of an Establishment as it considers necessary. These procedures may vary from time to time as, in the opinion of ARA, the circumstances require.

5.3.5 Without limiting paragraph 5.3.4, the procedures in deciding whether or not to withdraw the Accreditation of an Establishment may be varied if, in the opinion of ARA, it is necessary to do so in the interest of:

a) promoting, controlling, protecting or furthering the interests of the Australian Animal Products Rendering Industry; and
b) maintaining the integrity of the ARA Accreditation Program.

5.3.6 Where Accreditation of an Establishment is withdrawn, ARA will notify the Establishment in writing and may advise Authorities in accordance with Section 2.5.

5.3.7 As a result of the withdrawal of Accreditation the Establishment will be removed from the Register of Establishments which are Accredited. The Establishment must return its Certificate of Accreditation.

5.4 Reapplying for Accreditation

5.4.1 Where an Establishment voluntarily withdrew from Accreditation, an application may be made at any time following the same procedure as for initial Accreditation.

5.4.2 Where withdrawal of Accreditation has been initiated by ARA, an application to ARA for Accreditation cannot proceed until after a period of TWENTY-EIGHT DAYS has elapsed from the date Accreditation was withdrawn. After this period has elapsed, application for Accreditation may be made to ARA following the same procedure as for initial Accreditation.

5.4.3 In assessing any application for Accreditation in the circumstances described in paragraph 5.4.2 ARA will consider those matters that exist, have existed or are likely to occur at the Establishment which may prejudice the safety of rendered products, the reputation of ARA or the interests of the Australian Animal Products Rendering industry.

5.5 Right of Appeal

5.5.1 Any refusal to grant Accreditation or any withdrawal of any such Accreditation is subject to a right of appeal by the affected Establishment to the ARARC.

5.5.2 If the dispute is not resolved within 14 days of submission of the dispute to the ARARC, or such other time as the ARARC determines either party may, within 14 days after expiry of that period, request the President of the Law Society or equivalent in their State, or his nominee, to appoint an expert to determine the dispute.

5.5.3 In making a determination:

a) each expert must be required to determine the dispute taking into account these Rules and the Industry Code of Practice;
b) each expert acts as an expert and not as an arbitrator;
c) the experts' decision is conclusive, final and binding on the parties (except in the case of manifest error).

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

6 TRADE MARKS

6.1 Trade Mark

6.1.1 The Trade Mark must not be used without the written permission of ARA. Permission under licence will only be given on such terms and conditions as ARA determines from time to time.

6.1.2 Accreditation under these Rules does not allow the use of the AUS-MEAT Logo.

7 APPROVED AUDITORS

7.1 Approval of Auditors

7.1.1 The ARARC will establish Criteria for Competency (Knowledge & Skills) and Experience for approval by ARA through the Provider of suitably qualified and competent auditors to conduct Verification Audits to determine conformance to the Industry Code of Practice for the purposes of Accreditation.

7.1.2 ARA through the Provider will maintain a register of Approved Auditors.

APPENDIX A: QUALITY ASSURANCE PROGRAM INFORMATION

Refer:

The Australian Standard for Hygienic Rendering of Animal Products AS5008:2007 as amended;

Section 2 Management and Production Practices at Rendering Premises.

The National Standard for Recycling of Used Cooking Fats and Oils Intended for Animal Feeds.

Section 2 Management and Production Practices for Collection and Processing of Used Cooking Fats and Oils

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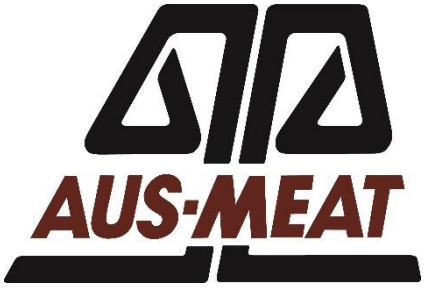
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