Certification rules

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Using this guide

These guidelines specify the appropriate usage for ESA trademarks.

All approved templates will be included as appendices in the Master Guidelines document. Please use these wherever possible.

When printing or with new design, relevant sections of this document should be included as part of the design brief, to ensure guidelines are followed.

As this document contains colour guides, it should always be printed in full colour.

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Introduction

1.1 The Certification Body

The Certification Body is a wholly owned subsidiary of the Australian Egg Corporation Limited ("the Corporation") which is a producer owned company which integrates marketing, research and development and policy services for the benefit of egg producers, providing funding through statutory levies, and other stakeholders. The Corporation is mainly funded through the statutory levies collected under the Egg Industry Service Provision Act 2002 and Australian Government funds. The Corporation represents approximately 400 Australian commercial egg producers who distribute a range of egg products to the Australian and international market.

1.2 Public Benefit

Individual Egg Businesses are increasingly expected by government and consumers to develop a quality assurance program, based on HACCP which addresses issues such as, but not limited to, food safety, bio-security, animal welfare, egg labelling and environmental management and is audited by a third party auditor accredited by the Certification Body. Egg Standards Australasia/Australia ("ESA"), the Australian egg quality assurance program, is such a program that has been structured to help commercial Egg Businesses develop a quality assurance program for their respective operations in the supply chain and to meet and /or supersede current International egg standards.

Among other things, the ESA will assist Egg Businesses to:

> minimise risks to the safety of eggs marketed to consumers

> protect the welfare of their flocks

> minimise the likelihood and impact of disease outbreaks

> minimise risk that eggs are incorrectly labelled

> ensure the production and delivery of consistent product quality

> provide an indication of origins in an Egg Business

> address specific environmental issues faced by Australian egg producers

ESA will assist Egg Businesses to meet the requirements of the quality assurance program by providing relevant documentation in the form of a manual (print or electronic). ESA is also aimed at establishing "good operating practices" to encourage Egg Businesses to reach the highest standards possible for the community and the consumer.

1.3 Scope of ESA

ESA covers, but may not be limited to, the industry practices relating to the rearing of pullets and the production of eggs from laying hens. The scope of ESA is from the point of delivery of day old chicks or started pullets to the Farm up to the point of removal of started pullets, spent hens or eggs for human consumption from the Farm. ESA also covers grading and packaging of eggs.

ESA will assist Egg Businesses to develop systems and records in compliance with the quality assurance program. The ESA manual provides the necessary guidelines for Egg Businesses to customise the ESA Quality Assurance program for their respective operations in the supply chain. In addition, ESA provides a system for verification, training and monitoring.

Definitions

In these rules unless the contrary intention appears:

"AES" means the Certification Body's trade mark certification Egg Scheme and the Certification Rules relating thereto.

"Applicant" means a person or a body of persons, whether corporate or unincorporated, who has applied for a licence under ESA and who is engaged in Pullet Rearing, Egg Production or Egg Grading/Packing or is a marketing company wholly owned by at least one egg business and has the appropriate resources to meet the requisite standards required for a licence to use the ESA Mark.

"Audit" means an audit investigation conducted under ESA by an Auditor.

"Auditor" means any person accredited/certified to conduct an Audit as a third party by the Certification Body after the satisfactory completion of the ESA Auditor training course.

"Certified Applicant" means an Applicant for a licence under ESA who has been granted a licence to use the ESA Mark by the Certification Body.

"Certification Body" means a wholly owned subsidiary of the Australian Egg Corporation Limited, formed specifically as the egg industry Quality Assurance Body.

"Corporation" means the Australian Egg Corporation Limited.

"Critical Control Point" means the steps where important things can go wrong in the production process, so they are critical to eliminating the hazards.

"Critical Corrective Action" is a non-conformity that constitutes a breach of legislation and /or may have to be passed on to governing authorities for further action.

"ESA Mark" ESA Mark means the certification mark in either of the formats as appear in the representation in Schedule 1.

"Egg Business" means a primary producer directly engaged in and conducting the activities of Pullet Rearing, Egg Production or Egg Grading/Packing and / or a registered marketing business wholly owned by such primary producer/s.

"Egg Grading/Packing" is a primary producer whose business function is to grade and pack eggs for sale.

"Egg Production" is a business function that produces eggs for the purpose of sale.

"Farm" means a parcel of land with defined boundaries, whether fenced or otherwise, that enables the farmer to establish an effective bio-security zone around the areas that house hens or pullets and between differing egg production systems that minimises the risk of disease organisms being brought into contact with the birds.

"HACCP" means Hazard Analysis Critical Control Point and is a system for preventing food safety hazards, adopted by food companies around the world, identifying hazards and developing monitoring and control procedures to protect against important hazards at critical points in the production process.

"Hazards" means, as a minimum, anything that can damage the food safety of eggs produced for human consumption, the bio-security of the Farm, the health and welfare of the birds, the correct labelling of eggs or pose a risk to the environment.

"Minor Corrective Action" is a corrective action which does not affect the safety of the eggs to consumers, the health or welfare of birds, pose a risk to the environment or any other Critical Control Point or the integrity of ESA.

"Major Corrective Action" is a corrective action which may have an effect on the safety of the eggs to the consumers, the health or welfare of birds, the environment or any other Critical Control Point or that adversely affects the integrity of ESA.

"Pullet Rearing" is a business function that purchases layer chicks and rears them until they are dispatched to egg laying facilities.

"Supplier" means an Egg Producer or Egg Grader/Packer.

Interpretation

In these Rules singular words shall include the plural and vice versa unless the context requires otherwise.

Certification Trade Mark

The ESA Mark shall be used by Certified Applicants for the purposes and objectives of the AES.

The ESA Mark is the sole property of the Certification Body and may only be used by an Applicant after an application for a licence is made to the Certification Body and the granting of Certified Applicant status by the Certification Body. A Certified Applicant shall make no claim or have any right to ownership in the ESA Mark.

Certified Applicants shall not engage in any conduct which is likely to adversely affect the Certification Body's ownership or rights in and to the protection of the ESA Mark. The ESA Mark shall only be used for the purpose of and in the manner authorised by these Rules and as approved by the Certification Body.

Licences granted for the use of the ESA Mark shall for the term of the licence confer upon the Certified Applicant the right to use the ESA Mark in the manner stipulated in these Rules, but only so long as such licence is in full force and effect.

Use Of The Certification Mark

Certified Applicants are authorised to use the ESA Mark on company stationary, literature, on eggs, on packaging, labelling, marketing materials and in advertising media in a manner reflecting certification under the AES or as may be approved in writing by the Certification Body. The ESA Mark will only be used in relation to pullets or eggs which have been produced in accordance with the AES. All uses of the ESA Mark must be approved by the Certification Body.

Certified Applicants shall only use the ESA Mark in accordance with the instructions contained in the Certification Body's Trade Mark Usage Manual annexed as Schedule 2 to these Rules and in accordance with any directions that may be issued from time to time by the Certification Body in the interests of the integrity of the AES and/or the protection and preservation of the ESA Mark.

Licences

A licence to use the ESA Mark may be granted in respect of Pullet Rearing or Egg Production or Egg Grading/Packing or any combination thereof. A licence to use the ESA Mark carries with it the obligation to ensure that the ESA Mark is only used or associated with pullets or eggs which are produced and comply with the AES and ESA and originate from a Certified Applicant.

A licence may only be granted to an Applicant engaged in an Egg Business. It is a condition of the grant of a licence to use the ESA Mark that the Certified Applicant will only use the ESA Mark with its own trade mark or its own name prominently displayed on or in relation to the packaging or on other marketing materials of pullets or eggs for the purpose of providing an indication to the public that the pullets or eggs are those having their origin in the Certified Applicant as distinct from their certification. No other trade marks or names are to be used on or in relation to the packaging or on other marketing materials featuring the ESA Mark without the prior written authorisation of the Certification Body.

The number of licences granted under the AES will be unlimited. Any Applicant applying for a licence, and becoming an accredited participant in ESA, may be issued with an unconditional or conditional licence to use the ESA Mark. A certificate of licence is annexed in Schedule 3 to these Rules.

An Applicant for a licence may apply by means of the application form which appears in Schedule 4 to these Rules. A non-refundable licence application fee as stipulated by the Certification Body from time to time is to accompany any application for a licence. The licence application fee will cover the cost of processing the application and the issue of any documentation or materials associated with accreditation.

A licence to use the ESA Mark shall only be granted after an Applicant has demonstrated that it has taken the necessary steps to develop a HACCP Plan, as required under ESA and AES and has been accredited as meeting all the requirements for ESA and AES. An annual non-refundable fee as stipulated by the Certification Body from time to time is payable for the grant of a licence and for its annual renewal.

A licence is for a one year term and may be renewed upon an Audit being conducted to check compliance with ESA requirements and which confirms the accreditation of the Certified Applicant under the AES.

Obligations of the certification body

The Certification Body shall have the principal obligation of administering ESA and the AES, including the following obligations:

a) The Certification Body shall offer to all potential applicants, upon request, a manual and/or website link, in which guidelines as to the requisite standards for compliance with ESA is set out.

b) The Certification Body shall train Auditors who have are accredited Food Safety Auditors by RABQSA International, (Registered Accreditation Board Quality Society of Australasia), in the requisite standards of ESA so that they are qualified to conduct Audits of Applicants and Certified Applicants to determine compliance with the requisite standards of ESA ("the Auditors").

c) The Certification Body shall make available the names and contact details of the Auditors for conducting the necessary inspections and Audits of Applicants and Certified Applicants under ESA and shall act upon the Auditors' recommendations for the purpose of certifying Applicants under ESA.

d) The Certification Body shall be responsible for the application of registration and maintenance of the ESA Mark as a registered certification trade mark under the Australian Trade Marks Act 1995. The Certification Body shall, at its sole discretion, be responsible for the publication of advertisements for the purpose of promoting the nature, objects, functions and benefits of ESA, the AES, the ESA Mark and the identity of Certified Applicants and their products.

e) The Certification Body shall be responsible for maintaining and publishing a Register of Certified Applicants, the names of which shall be set out in alphabetical order.

f) The Certification Body shall be responsible for maintaining and publishing a Register of the Auditors, the names of which shall be set out in numerical order by Licence number and/or under geographical regions.

Accreditation identification

8.1 Initial Accreditation

An Auditor conducting an Audit of an Applicant or Certified Applicants' Egg Business and/or production processes shall supply the Certification Body with an Audit report and the Certification Body shall supply a copy of the Audit report to the Applicant or Certified Applicant. In the event that any corrective action is specified, then under the terms of ESA, the Certified Applicant will not be issued with an initial licence until all corrective action is closed out. If the corrective action is classified as Critical, then the applicant may be required to stand down for a period of twelve months before submitting a new initial audit for the AES.

8.2 Subsequent Accreditation

A Certified Applicant shall be Audited prior to the expiry of each one year licence term. In the event that any corrective action is specified, be it Minor (or Category 2), Major (or Category 1) or Critical, then under the terms of ESA, the Certified Applicant will not be issued with an annual licence until all corrective action is closed out.

8.3 Minor/or Category 2 Corrective Action

If a Minor Corrective Action is found as a result of an Audit or otherwise, A Certified Applicant will be advised of the Minor Corrective Action and will be offered a period of three months by the Certification Body within which to effect rectification. All Corrective Action must be 'closed out' by means of a re-audit prior to an application being accepted by the Certification Body and a Certificate of Licence being issued.

If the Minor Corrective Action has not been rectified and corrected within the designated time frame, then the Corrective Action is raised to a Major Corrective Action.

8.4 Major/or Category 1 Corrective Action

If a Major Corrective Action is found as a result of an Audit or otherwise, a Certified Applicant will be advised of the Major Corrective Action and will be offered a period of one month by the Certification Body within which to effect rectification. All Corrective Action must be 'closed out' by means of a re-audit prior to an application being accepted by the Certification Body and a Certificate of Licence being issued.

If the Major Corrective Action has not been rectified and corrected, then the Certified Applicant will lose its status as a Certified Applicant and its licence under the AES will be cancelled.

In this instance a six month stand down period may be instigated prior to submitting a new audit for the AES.

8.5 Audits

An Audit for the purpose of accreditation shall be organised between an Applicant and an ESA appointed global auditing company. The Applicant shall have the liability and responsibility of payment of the fees of the Auditing Company.

8.6 Master Logos

Where a number of Certified Applicants are partially or wholly part of one Egg Business, the Certification Body may issue one identification number ("Master ID") to be used by the Egg Business, provided that the Egg Business has in place and maintains at all times a traceability system acceptable to the Certification Body which ensures that the location and the date of lay of the eggs can be readily and easily identified.

A "Master ID" will only be issued for a one year period and may be renewed after an audit has been conducted to check compliance with all ESA requirements and Rules.

The onus is on the Master Logo holder to advise the Certification Body of any changes to the status of any 'Farm' that comes under the Master Logo within 30 days of such.

The register

The Certification Body will keep at its head office:

i) A copy of these Rules;
ii) Registers of Certified Applicants and of the Auditors ("the CA&A") past and present

and will cause to be entered therein:

a) The full name and address of the CA&A and the location of the Farm and/or Egg Production facilities of Certified Applicants;

b) The date upon which the name of the CA&A was entered in the registers;

c) The date upon which any CA&A ceased to be a CA&A during the previous three (3) years;

d) Dates and particulars of any changes which are required by these Rules to be entered in the registers;

The Certification Body will:

i) Make the registers available for inspection by the Trade Marks Office and will, when requested, furnish to the Trade Marks Office copies of any entries contained therein;

ii) Advise the Trade Marks Office of any alteration, amendment, addition or deletion to or from these Rules;

iii) Advise Certified Applicants of any alteration, amendment, addition or deletion to or from these Rules.

Obligations of certified applicants

Each Applicant and Certified participant will have the following obligations;

a) To ensure that the Egg Business complies with the minimum standards of ESA as applicable and to maintain these standards at all times;

b) To agree with and ensure compliance with these Rules, including those requirements as to the use of the ESA Mark;

c) To comply promptly with any reasonable direction of the Certification Body relating to ESA and AES and the compliance with these Rules;

d) To use the ESA Mark in a manner that maintains and enhances the reputation and validity of the ESA Mark and the reputation and integrity of ESA generally;

e) To only use the ESA Mark in respect of pullets or eggs which have been produced in accordance with ESA and AES;

f) Not to make any use of the ESA Mark or otherwise in relation to ESA and AES which is misleading;

g) Only to use the ESA Mark as authorised by these Rules;

h) To comply with all laws and regulations relating to the Egg Business;

i) To advise the Certification Body of any change in ownership of the Egg Business;

j) Not to assign the benefit of certification or license under ESA and/or AES without the written consent of the Certification Body, which shall not be unreasonably withheld;

k) To pay promptly, or when due, all fees arising under these rules as specified from time to time by the Certification Body;

l) To assist an Auditor by providing access to the Egg Business and all records relevant for the purposes of ESA and supply all information relevant to the accreditation process in a true and accurate manner;

m) To advise the Certification Body in writing of any matter which may be relevant to the accreditation of the Certified Applicant or its continuance;

n) To allow the Certification Body or its representative or an Auditor selected by the Certification Body access to the Egg Business and all records and information relating to ESA for the purpose of determining compliance with ESA and these Rules;

o) To train staff as to ESA and maintain sufficient staff levels to ensure compliance with ESA;

p) Upon being notified in writing by the Certification Body of any changes to ESA or these Rules ("the Changes") to promptly take such steps as may be necessary to comply with the Changes within a reasonable period of time of such notification.

q) To indemnify and hold harmless the Certification Body against any claim or action arising out of any use or matter otherwise than specifically relates to and directly arises out of the compliance by the Certified Applicant of ESA and AES.

r) Applicants and Participants must remain compliant with relevant legislation and not be convicted of any breaches against such legislation.

Termination

A Certified Applicant may at any time withdraw from ESA and AES upon giving the Certification Body at least 30 days notice in writing of intention to do so.

A Certified Applicant's licence shall be capable of termination or suspension in whole or in part by written notice from the Certification Body to the Certified Applicant (upon which event the Certification Body may by newsletter or otherwise publicise such termination or suspension) in the event of any of the following events:

a) A breach by the Certified Applicant of the terms of licence or of the Rules which is not rectified within a period of 30 days from the date of written advice from the Certification Body as to such breach, to the full satisfaction of the Certification Body;

b) The non-compliance by the Certified Applicant with a reasonable direction issued by the Certification Body in the interests of consumers and/or good business practices under ESA, which is not rectified within 30 days from the date of the written advice from the Certification Body.

c) If the Certified Applicant makes any assignment for the benefit of creditors or files a petition in bankruptcy or is made bankrupt or becomes insolvent or unable to trade or pay its debts or is placed under the control of a receiver or is otherwise liquidated or wound up;

If the Certified Applicant's certification is withdrawn, terminated, suspended or cancelled, the Certified Applicant, unless otherwise directed in writing by the Certification Body, is to take immediate steps to cease all use of the ESA Mark and any reference to ESA and AES, including any distribution of company stationary, literature, advertising, eggs or packaging, or marketing materials ("the Materials") bearing the ESA Mark , except any which exclusively relate to activities which may remain Certified and shall deliver the Materials to the Certification Body or destroy them (or deface them so as to remove any use of the ESA Mark or reference to ESA and AES) under supervision of the Certification Body or as otherwise directed by the Certification Body in writing.

If a Certified Applicant finds itself subject to termination, withdrawal, cancellation or suspension under the Rules it shall take all reasonable steps to mitigate any loss and/or potential loss. In any event the Certified Applicant shall not make any claim against the Certification Body or any of its servants or agents or the Auditor for any losses and/or costs that may be incurred as a result of the Certified Applicant's use of the ESA Mark.

Appeal

An Applicant or Certified Applicant who is affected by and dissatisfied with a decision to refuse a licence or cancel or suspend a licence of the ESA Mark may, by notice in writing, advise the Certification Body of the grounds of such dissatisfaction and request the Certification Body to review its decision. In a case where the decision is based on a Egg Business Audit report and where it appears to the Certification Body that reasonable grounds exist for such dissatisfaction, it shall seek the advice of the Auditor who conducted the Audit and issued the Audit report on the Applicant or Certified Applicant and thereafter may seek the further advice of a more senior and experienced Auditor and the Certification Committee and act on that advice in reviewing its decision. Within one month of receipt of such notice, the Certification Body shall take steps to undertake the review and advise the Applicant or Certified Applicant of that fact and thereafter as soon as reasonably possible advise the Applicant or Certified Applicant the results of that review in writing.

In the event that the Certification Body maintains the decision to refuse the licence to use the ESA Mark, the Applicant or Certified Applicant concerned may then have the decision of the Certification Body reviewed and it may apply for such review to be conducted by an arbitrator appointed by the Chartered Institute of Arbitrators of Level 6, 50 Park Street, Sydney, NSW.

Governing Law

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

Our trademarks

Logo

The **Egg Standards Australasia/Australia (ESA)** program is the public face of the Australian egg industry's National Egg Quality Assurance Program (NEQAP). The logo provides a legal trademark and guarantee of quality for all products and services that carry the mark and thus must be valued and used in accordance with these guidelines.

Only **ESA** egg businesses will be able to incorporate this quality mark on their eggs and egg packaging.

The Australian Egg Corporation administers the program and will market the **ESA** trademark to Australian consumers. Eggs that are packaged **ESA** will be recognised as a high quality, safe product farmed by people who look after the health and welfare of their hens in environmentally sound conditions.

There are two versions of the logo; one for all packaging and promotional material, and another for printing on the egg itself.

The **ESA** logo elements should never be separated. Position, size, and colour, along with the spatial and proportional relationships of the **ESA** logo elements are predetermined and should not be altered.

To ensure consistent representation of our brand identity always use high-quality vendors and reproduction methods.

ESA trademarks

CERTIFICATION TM

CERTIFICATION TM

CERTIFICATION TM

CERTIFICATION TM

CERTIFICATION TM

CERTIFICATION TM

ESA trademark **EGGS ONLY**

Printing - on egg

Printing the trademark directly on eggs

Licensees may also print this Mark directly on the surface of an egg using food-grade ink.

This Mark should be incorporated with the unique licence number issued to each licensee.

This version of the Mark may only be used on an egg surface. Other identifying text (eg. use by date, farm number etc) may be placed to the right of the Mark.