

The Clean Green Australian Southern Rock Lobster Audit Protocol



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Definitions

AMSA – Australian Maritime Safety Authority

CAB - Conformity Assessment Body

CARs - Corrective Action Requests

CG - Clean Green

CGSRLS - Clean Green Southern Rock Lobster Standard

Clean Green Certification Scheme - means the certification program operated by SRL designed to give confidence to consumers that a product, process or service satisfies the Clean Green Standard.

GMP - Good Manufacturing Practice

JAS-ANZ - Joint Accreditation System of Australia and New Zealand

Organization - means the party that is responsible for ensuring that products meet and, if applicable, continue to meet, the requirements on which the certification is based.

Rock Lobster Fishery - A discrete fishing zone for the purpose of management

RPL - Recognition of Prior Learning

RCC - Recognition of Current Competencies

SRL - Southern Rocklobster Limited

WH&S – Work Health & Safety

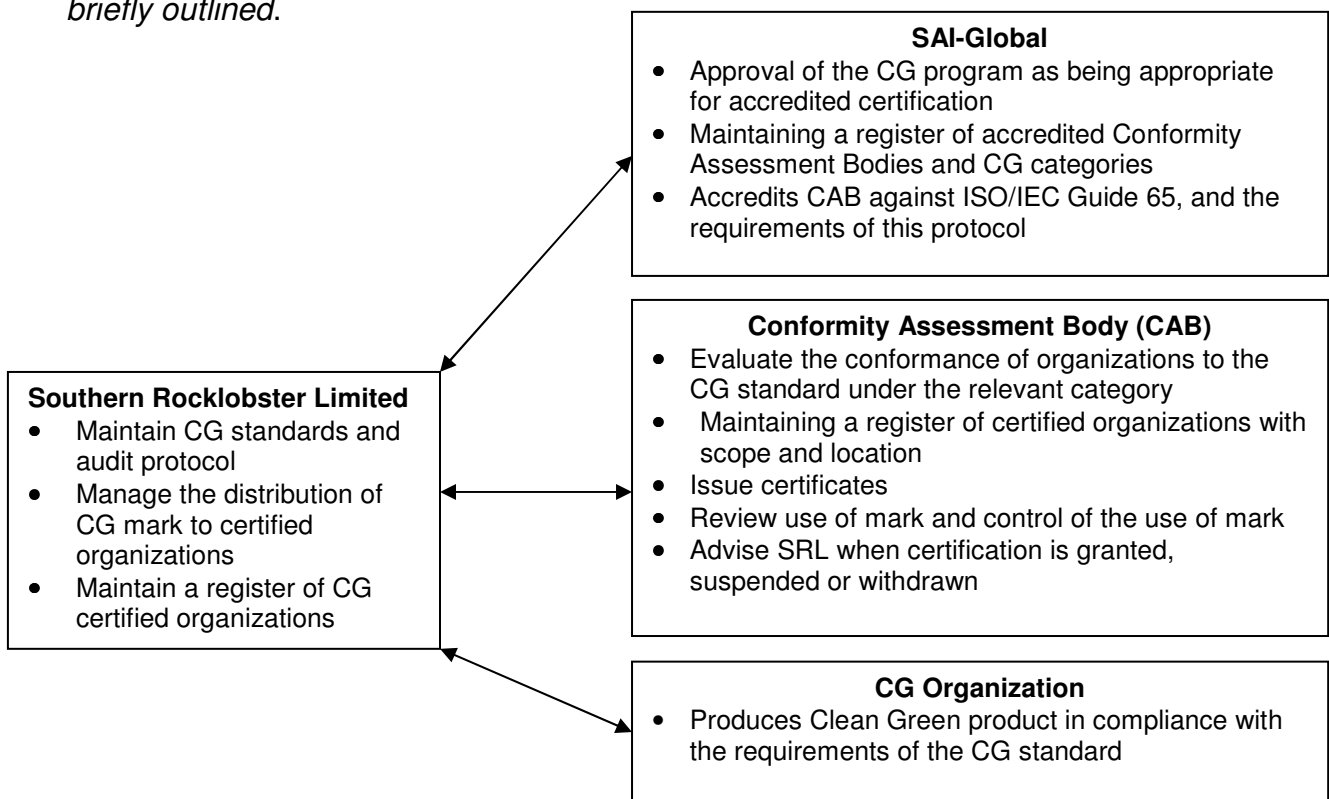


INTRODUCTION

The Clean Green product certification scheme covers entities within the Southern Rock Lobster supply chain. Entities within the supply chain are certified for conformance by 3rd party Conformity Assessment Bodies (CAB). Such entities would include catching vessels, transport vehicles, processing facilities and retailers.


The audit protocol provides the specific requirements for those CABs involved with audit against the Clean Green Southern Rock Lobster Standard (CGSRLS) (Figure 1).

Figure 1. A systematic flow chart outlining the relationship between all parties involved in the Clean Green Certification program. The duties of each body are briefly outlined.



There will be five categories of certification under the CGSRLS from 'pot-to-plate', these include;

Categories	Applicable section of the standard
Clean Green Fishery	Pot (1.1- 1.4)
Clean Green Fisher	Pot – Deck (2.1-16.1)
Clean Green Transport	Deck-Factory (17.1-17.3) Factory-Retail (27.1-27.2)
Clean Green Wholesaler & Processor	Factory (18.1- 26.3)
Clean Green Retail	Plate (28.1- 30.1)



Organizations applying for certification will need to meet the requirements identified in the applicable standards under the CG program, which are outlined above. If an organization has multiple sites each site needs to be certified.

Only those CABs that have been accredited by JAS-ANZ to ISO/IEC Guide 65, JAS-ANZ Procedure 15, the requirements of this document, and having the appropriate scope, shall carry out audits against the CGSRLS, and issue certificates.

CONFORMITY ASSESSMENT BODY SELECTION

The organization shall appoint an accredited CAB to evaluate their conformance to the CGSRLS. The CAB shall evaluate the organization against the relevant sections of the CGSRLS, relative to the scope (category) of certification sought.

However, Southern Rock Lobster Limited (SRL) recognises that to achieve accreditation, Conformity Assessment Bodies seeking accreditation must demonstrate their ability to carry out audits against the CGSRLS. Therefore a CAB shall be allowed to carry out audits prior to achieving accreditation status, where they can demonstrate the following:

- An active application for accreditation with SAI-Global for this product certification scheme;
- Accreditation is achieved within 6 months of the date of application; and
- Individual evaluator qualification and experience for specific product categories is consistent with the standards given in this document.

The acceptability of audit reports generated by CABs awaiting accreditation but meeting the above criteria is at the discretion of SRL.

It is the responsibility of the organization seeking certification to verify the status of the CAB, by either requesting a copy of their accreditation certificate (or acknowledgement of application) and scope, or by contacting JAS-ANZ, who holds details of all accredited CABs, or by searching the JAS-ANZ Register, which is available on-line at www.jas-anz.com.au.

ORGANIZATION/ CAB CONTRACTUAL ARRANGEMENTS

A contract shall exist between the organization and the CAB as required by ISO/IEC Guide 65 and including; the scope of certification, reporting requirements, and requirements for control of the use of the Certification mark.

AUDIT PROCEDURES

Initial Audit

Following the organization's decision to use a CAB, the first audit will be conducted on a mutually convenient date, with due consideration given to the amount of work to meet the requirements of the Standard and the time required to conduct an effective audit.

Pre-Audit Requirements

Before the initial audit, the organization is required to review the CGSRLS, and make any necessary amendments or improvements to its operation and systems. The CAB shall require the organization to provide, through an application form, the necessary information regarding the scope of the organization's activities to facilitate audit planning. This information shall include:

- Name and legal standing of organization applying for certification;
- Addresses of sites where activities are undertaken;
- Scope of activities undertaken at each site;
- Number of employees employed at each site

Scope of Audit

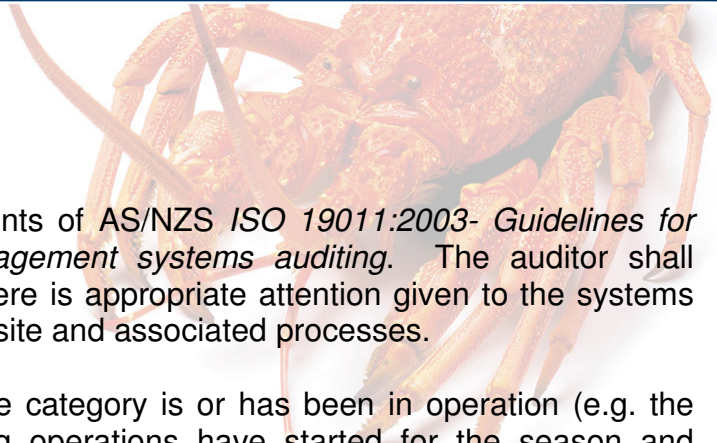
The scope of the audit shall be agreed between the organization and the CAB. The scope shall be identified in the audit report and the certification documents. The organization may contract the CAB to evaluate matters beyond the scope of the CGSRLS, but no relevant elements of the CGSRLS shall be omitted. Assessment additional to the scope of the audit does not form any part of this product certification program.

Audit Duration

Duration of audits will be dependant upon a number of factors, but due regard must be given to:

- size of site;
- the types of processes to catch, handle, process, pack or store product;
- number of product types/lines;
- the number of employees involved with handling, safety control, production and storage; and
- if applicable, the number of nonconformities recorded in the previous audit.

The CAB shall provide the organization with an indication as to the anticipated duration of the audit, prior to carrying out the visit, which will take into account the factors specified above. However, this shall be regarded as being an estimated time scale as the auditor may require additional time to carry out the audit if issues arise during the site visit on the day. CABs shall keep adequate records to be able to justify audit durations allocated.



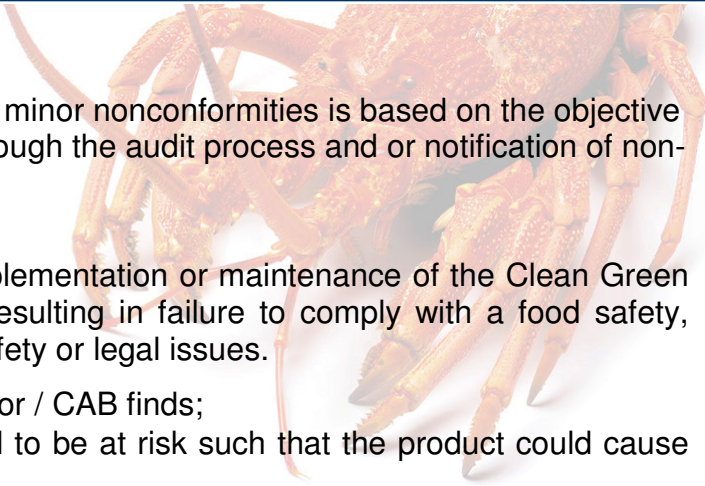
Audit Methodology

All audits shall meet the requirements of AS/NZS ISO 19011:2003- *Guidelines for quality and/or environmental management systems auditing*. The auditor shall allocate sufficient time to ensure there is appropriate attention given to the systems review and the physical audit of the site and associated processes.

Audits shall be conducted whilst the category is or has been in operation (e.g. the fishing season is open and fishing operations have started for the season and processing activities have been underway), so the applicant/certified organization can accumulate sufficient audit evidence to demonstrate compliance with the standards. There is no need for an auditor to accompany a vessel on fishing operations for initial audit.

During the audit detailed notes shall be made of the organization's ability to comply with the CGSRLS and will be the basis for the audit report and the decision on certification.

In order to determine whether compliance with a clause in the CGSRLS has been met, the auditor shall assess the nature and significance of any nonconformity. There are two levels of nonconformity:



The classification of critical, major or minor nonconformities is based on the objective evidence that has been collected through the audit process and or notification of non-compliance received by the CAB.

Critical

There is complete breakdown in implementation or maintenance of the Clean Green Southern Rock Lobster Standard, resulting in failure to comply with a food safety, quality, environmental, workplace safety or legal issues.

These may be raised where the auditor / CAB finds;

- Safety of the product is found to be at risk such that the product could cause serious risk to health
- Where product quality specifications are not being met leading to sub standard product
- Where the product or processes have resulted in a prosecution from contravening regulatory requirements
- Where safe operational procedures for crew and vessel are not in place and being followed.

Major

When the required regulatory documents are not provided at time of audit.

Minor

This is where absolute compliance to a clause of the standard has not been demonstrated, but on the basis of objective evidence the conformity of the product's safety and legality and safe operational procedures of the vessel and crew are not in doubt.

The auditor may classify audit findings as Minor nonconformities where;

- Observed practices do not conform to the standards but are not affecting product safety and quality or environmental and workplace safety issues.
- Where improvements or modifications addressing requirements of the CGSRLS may be required

Corrective Action Requests

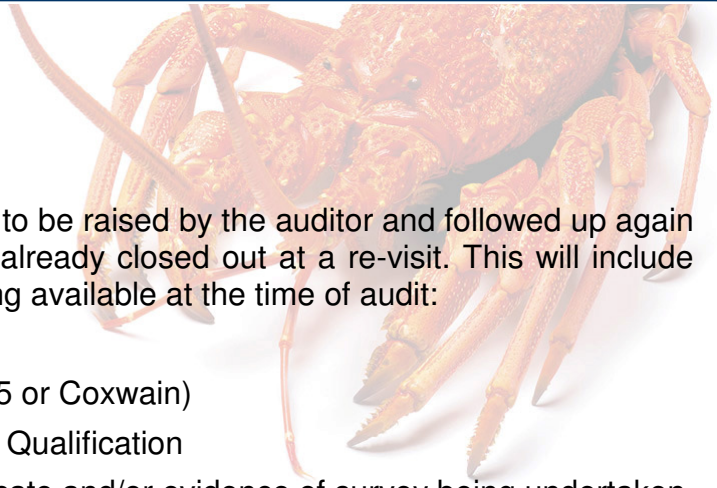
All nonconformities shall be reported on a Corrective Action Request (CAR) as per Appendix 1. The content of Appendix 1 is mandatory, but the CAB has the flexibility in terms of layout e.g. reports are encouraged to be electronic in nature.

Critical

The auditor will raise a CAR and notify the organization's owner and management and SRL, requiring corrective action to be taken immediately. The auditor in conjunction with the organization shall ensure that all critical nonconformities are closed out within 21 days of the audit / notification date unless otherwise agreed in writing by SRL.

If a critical non conformity raised at surveillance is not close-out within 21 days, the organization will have its certification withdrawn in line with the requirements set-out in the Clean Green Convictions Policy (Appendix 4).





Major

A corrective action request (CAR) is to be raised by the auditor and followed up again at the next surveillance audit if not already closed out at a re-visit. This will include the following documentation not being available at the time of audit:

- Fishing Licence
- Operators certificate (Master 5 or Coxwain)
- Marine Engine Drivers (MED) Qualification
- Current Vessel Survey Certificate and/or evidence of survey being undertaken
- Not operating from correct version of On-Boat Induction Manual that contains Risk Register and Vessel Safety Management system
- Appropriate Sections of the Log –book have been filled in

Where major non-conformities have been raised at surveillance audits corrective actions shall be submitted and verified within 3 months.

Minor

Where minor nonconformities are raised at surveillance audits corrective action shall be submitted and verified within an agreed timeframe, but no later than the next annual Fishery Management Audit. This will include:

- Current First Aid Certificate

If the CAR is not closed out by the agreed date, the auditor will action as though the nonconformity is classified as critical. Withdrawal of certification shall follow if the organization continues to be non-compliant.

Closing Meeting

A closing meeting shall be conducted in accordance with ISO 19011 Clause 6.5.7. At the closing meeting, the auditor shall present the findings, and discuss all nonconformities that have been identified. The organization's representative shall be asked to acknowledge the nonconformity by signing the CAR. The auditor will discuss the process to be followed in the event that CARs have been raised and the recommendations to be made in the audit report once the nonconformities have been closed to the auditor's satisfaction. The auditor shall make it clear that the decision to award certification will be made independently by the CAB, following a detailed technical review of the audit report.

The CAB shall make available a copy of the report to the organization within 10 working days of the completion of the audit. The organization will have to complete Section 2 of the CAR and return to the CAB for consideration.

Audit Reporting

Following each audit a written report shall be prepared as per AS/NZS ISO 19011 Clause 6.6.1, and also include the following:

- audit summary (electronic version of the auditors checklist) – overview of performance; and

- details of nonconformity(ies) and corrective action plan (Appendix 1).

The audit summary report shall include comment where criteria have been met, particularly where improvement or enhancement is evident. The CAB shall make available a copy of the report to the organization within 10 working days of the completion of the assessment. All copies of audit reports will also be forwarded to Southern Rock Lobster Limited in accordance with the certification mark licensing agreement.

Certification Decision

The CAB can issue a certificate to the applicant organization once:

- all critical nonconformities have been closed (corrected and the corrective action verified by the CAB), and
- the CAB accepts the evidence or action plan provided by the organization in response to a minor nonconformity(s) being raised.

The certificate shall include:

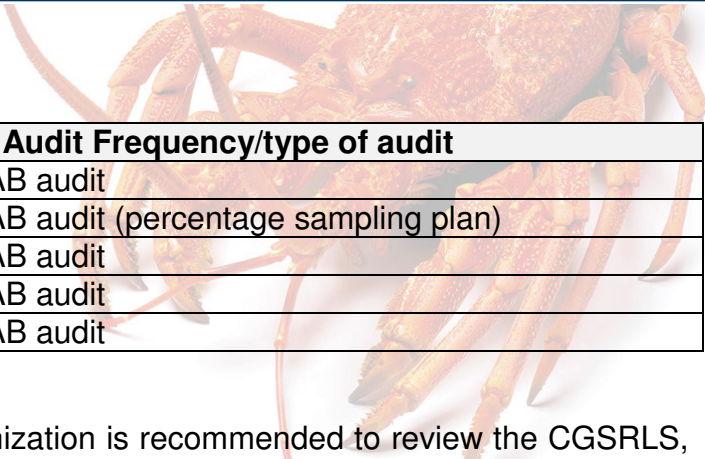
- Name, Vessel(s) name & licence number (if applicable) and address of the organization certified,
- Scope of certification, including category of CGRLS assessed against, and the products produced by the organization,
- CG Certification mark,
- CAB Certification mark
- SAI-Global mark,
- SRL logo
- Date of certification & certification number,
- The certificate is valid for 3 years from the date of certification decision.

Where an organization has certification suspended or withdrawn, the organization must inform their customers of this change in status. Where suspension or withdrawal of certification occurs, the CAB shall:

- Ensure that the organization notify their customers of the change in status,
- Ensure that the organization ceases to use the certification mark on product, marketing material or stationary,
- Amend the SAI-Global Register, and
- Notify SRL.

SURVEILLANCE

Audit Frequency



Category	Minimum Audit Frequency/type of audit
Fisheries	Annual CAB audit
Fisher/vessel	Annual CAB audit (percentage sampling plan)
Factory	Annual CAB audit
Retailer	Annual CAB audit
Transport	Annual CAB audit

Before surveillance audits, the organization is recommended to review the CGSRLS, and to identify and rectify any changes to their organization's operations, which are deemed necessary to ensure that the Clean Green Southern Rock Lobster Standard requirements continue to be met.

Clean Green Rock Lobster Fishery (eg, Northern Zone Rock Lobster Fishery and Southern Zone Rock Lobster Fishery);

A document review will be conducted every 12 months by the CAB for conformance against standards 1.1-1.4.

**Clean Green Rock Lobster Fisher
Rock Lobster Vessel;**

The CAB shall carry out audits annually on twenty percent of the certified vessels or as otherwise directed by SRL in each recognised Rock Lobster region for a given Rock Lobster fishery (e.g. South Australia Southern and Northern Zones and Tasmania) that has more than 10 operators/vessels in the program. For a Fishery (e.g. Victorian Eastern and Western Zones) that has 10 or less vessels active in the program, auditing will be scheduled on alternative years or as otherwise directed by SRL. Where practical a minimum of 1 vessel shall be audited whilst carrying out fishing operations for conformance against standard 3.1, 4.1 - 20.1. Auditing shall be scheduled to ensure all vessels are audited a minimum of once within a five year period.

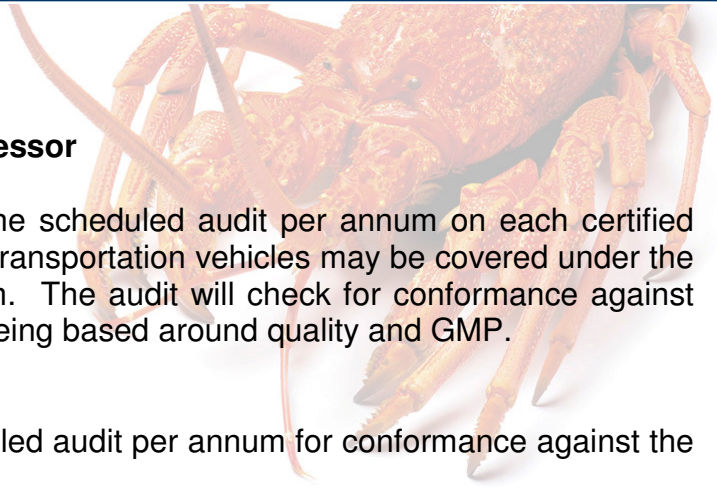
If vessels are not conforming to the standards more rigorous sampling may be required. SRL should be consulted.

Whilst the product certification program is about individual organisations applying to the CAB for certification, the surveillance audits involves a sampling system whereby two or more CABs may conduct audits within a Rock Lobster fishery. If this is the case SRL will facilitate in conjunction with the applicants & CABs a process for selection of vessels from the fishery for surveillance audits.

Bait storage:

Fishers and factories both store bait for Rock Lobster fishing. This section refers to the fishers storing their own bait and fisher's facilities should be audited in accordance to the Rock Lobster vessel sampling methodology.

If vessels are not conforming to the standards more rigorous sampling may be required and will be negotiated with SRL.



**Clean Green wholesaler and processor
Factories:**

The CAB shall carry out at least one scheduled audit per annum on each certified factory whilst in operation. Factory transportation vehicles may be covered under the factories approved supplier program. The audit will check for conformance against standard 18.1-26.3, with the focus being based around quality and GMP.

Clean Green Retail:

The CAB shall carry out one scheduled audit per annum for conformance against the standards 28.1-30.1.

Clean Green Transportation:

Transportation vehicles may be covered through the factory audit process, but if not the CAB shall carry out one scheduled audit per annum for conformance against standards 17.1-17.3 & 27.1-27.2.

Notification of Change

If there is a change in the organization such as change of ownership, premises or products produced, the organization shall inform the CAB who will take the appropriate action.

AUDITOR COMPETENCIES

The CAB has full responsibility with respect to the identification of competent personnel to conduct audits. The CAB will use auditors and lead auditors who meet the relevant RABQSA Inc. registration requirements in one of the nominated discipline areas. If a single auditor is to be used they must meet the RABQSA Inc. lead auditor registration requirements in one of the listed disciplines and can provide evidence of competencies in the other disciplines to be audited. Auditors under training must be accompanied by a lead auditor who is deemed competent by the CAB to undertake the audits.

Competency requirements;

REQUIREMENTS	DISCIPLINE		
	<i>Food Safety (HACCP)</i>	<i>OH&S</i>	<i>Environment Management</i>
Tertiary Qualifications or RPL/ RCC ¹ in at least one of the 3 disciplines			
Auditing competencies (maybe RPL/RCC) in all of the 3 disciplines	Audit competencies and working knowledge of the standards Eg, Codex Alimentarius	Audit competencies and working knowledge of the standards Eg, AS/NZS 4801	Audit competencies and working knowledge of the standards Eg, AS/NZS ISO 14001
Lead Auditors and Auditors must meet RABQSA Inc. auditor registration requirements in at least one of the 3 disciplines: Food Safety (HACCP), OH&S and Environmental Management Systems			
Awareness of industry requirements	Understanding of the food processing in the seafood industry	Competent in OHS legislation and requirements	Understanding of environmental management in the Seafood industry

The criteria are considered the minimum competencies required by auditors who assess against the CGSRLS.

All auditors shall complete the following basic training prior to undertaking audits;

- Field visits covering the a Rock Lobster vessel and factory; and
- Introduction videos, flip cards and Clean Green training supplied by SRL.

¹ RPL- Recognition of Prior Learning
RCC- Recognition of Current Competencies



USE OF THE CLEAN GREEN AUSTRALIAN SOUTHERN ROCK LOBSTER CERTIFICATION MARK

The Clean Green Southern Rock Lobster Certification Mark is copyright and a trademark, owned by Southern Rock Lobster Limited. The usage of the Clean Green Certification Mark is regulated and governed by Southern Rock Lobster Limited and the use of this mark is only permissible with the formal licensing agreement of SRL (Appendix 3).

Use of the mark will be audited by the CAB.

INTERPRETATIONS OF STANDARDS AND/OR PROTOCOL

Southern Rock Lobster Limited will be responsible for the formal annual review of the standards, protocol and any interpretations of the standards and/or protocol. All certified Clean Green (CG) Rock Lobster fishers, transportation companies, wholesalers, processors, retailers and the CAB will be formally notified in writing of the alterations made to the CG standards upon completion of the annual review.

It is the organization's and CAB's responsibility to ensure that they are using the most up to date issue of the CGSRLS.

Appendix 2 is a guidance document for the continual improvement of the Clean Green Southern Rock Lobster standard.

APPENDIX 1 - Corrective Action Request or Non Conformity Report



Corrective Action Request or Non Conformity Report

File Ref:		Client:			
Std. and Clause No(s)					
Site Address/Vessel:					
Audit type:	Initial	Surveillance	CAR type:	Critical	Minor
Section 1: Details of Non Conformity(s):					
Auditor:		Organization's acknowledgement:			
Date:					
Section 2: Organization's Proposed Action Plan:					
Root cause analysis (how/why did this happen?):					
Corrective Action (fix now) with completion dates:					
Corrective Action (to prevent future recurrence) with completion dates:					
Organization Representative name				Auditor acceptance:	
Date				Date	
Section 3: Verification of organization's implementation of action plan:					
Auditor:		Closed and cleared?	Yes	No	Date



APPENDIX 2 - CONTINUAL IMPROVEMENT (PLAN, DO, CHECK, ACT)

An important part of any management system is the ability for the system to encourage people to continuously improve over time. This means that actions that are being implemented as part of the program are also monitored to make sure that they are achieving the outcomes industry wants. If the program is not getting the required results, then corrective action is needed.

Below is the methodology that will be used to ensure that continual improvement of the standard is achieved.

PLAN

The Clean Green Sub-committee of SRL will plan the activities that need to be implemented from each review with timeframes, people responsible and associated budgets using the template. The Clean Green Sub-committee will meet once a year to discuss and develop an action plan to improve the program. They will consider all information raised throughout the year from the relevant stakeholders, including;

- Individual Clean Green organizations
- Port associations,
- Auditors and Conformity assessment Bodies,
- Regulators,
- ad-hoc information raised by industry at FMC meetings and by Environment Australia following the issuing of five year exemptions under Schedule 4 of the Wildlife protection Act (regulations of exports & imports) 1982.

DO

The SRL Executive Officer will ensure that actions are implemented and the outcomes are reflected in the documentation for the Program that includes:

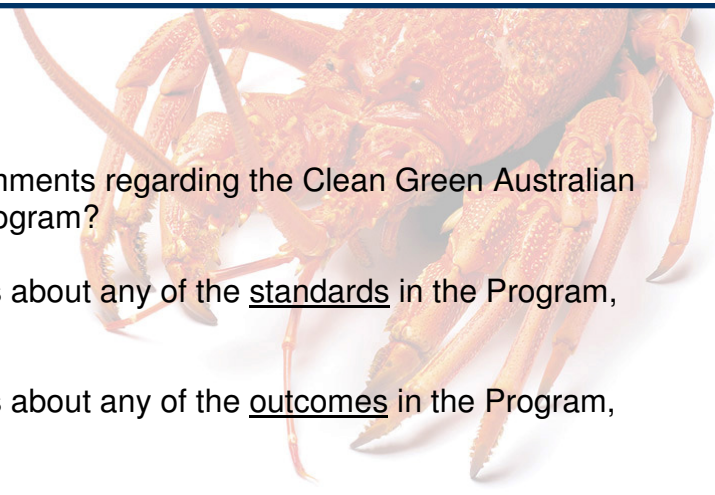
- Standards
- Auditing Guidelines
- Audit Protocol
- Reference / Training materials (video, 'flip cards')
- Background literature on the Program,
- Trainer's materials (presentations and handouts).

The Executive Officer will communicate with industry and JAS-ANZ on the changes made. Notification will be given to the different categories within the Program (fishery, fishers, transporters, wholesalers, processors and retailers).

CHECK

A review of the Scheme will be managed through SRL on an annual basis. This will be conducted by the Clean Green Sub-committee.

The Sub-committee will write to every certified member in the program at a different time of the year to the 'Plan step' discussed above, and ask the following questions:



1. What are your general comments regarding the Clean Green Australian Southern Rock Lobster Program?
2. Do you have any concerns about any of the standards in the Program, and if so, what are they?
3. Do you have any concerns about any of the outcomes in the Program, and if so, what are they?
4. Have you encountered any near-miss accidents during the last 12 months in your Rock Lobster operations? If so, what happened?
5. Have you realised any potential risks during the last 12 months that may be occurring in your Rock Lobster operations? If so, what are they?
6. What improvements can be made in the following areas?

POT	Sustainability Bycatch Ecological Interaction
DECK	Ecological Interaction Workplace safety Food Safety and Quality – Management Issues
FACTORY	Food Safety and Quality – Management Issues Food Safety and Quality – Processing
PLATE	Food Safety and Quality - Processing

SRL will also write to every Clean Green Category and ask why they have not become involved in the program as this will highlight any issues that may need to be addressed.

A process has been implemented to allow easy reporting of risks and accidents by industry that will trigger an alert to review an aspect of the Program. At the top of all information relating to the program, especially the 'flip cards' for use by Rock Lobster operators, the following information will be specified in writing:

For improvements or to report issues:
phone 1300 853 880
email info@southernRock Lobster.com or
log onto www.southernrocklobster.com



ACT

The Clean Green Sub-committee of SRL will manage and facilitate the Australian Clean Green Rock Lobster Program and its continual improvement process on an ongoing basis. The Executive Officer of SRL will follow up on actions raised by the Sub-committee to ensure that they are undertaken within the specified timeframes according to the budgets set.

Then the planning takes place again in the following year.

**APPENDIX 3 - Certification Mark Licence Terms and
Participation Agreement**



Southern Rock Lobster Limited

Clean Green Program

**Certification Mark Licence and
Participation Agreement**

Terms and Conditions

1. APPLICABILITY

- 1.1 These terms and conditions govern the use of the Certification Mark by the Licensee and some aspects of the Licensee's participation in the Clean Green Certification Scheme.
- 1.2 These terms prevail over any other terms that may be communicated by the Licensee in writing or orally, whether in any order, letter, other document, in negotiations or otherwise.
- 1.3 No person acting or purporting to act on behalf of SRL shall have authority to waive or change these terms orally. Waivers or changes shall have effect only if made in writing and signed by a duly authorised officer of SRL.
- 1.4 SRL may vary these terms at any time by notifying the Licensee in writing, including any variation necessary to satisfy any direction given.

2. INTERPRETATION

- 2.1 In these terms:

'**CAB**' means a conformity assessment body accredited to perform a Certification Audit and approved by SRL;

'**Certificate**' means a certificate of registration issued by a CAB to the Licensee to record Certification;

'**Certification**' means certification granted by a CAB under the Clean Green Certification Scheme;

'**Certification Audit**' means an audit conducted to assess a product, process or service for the purpose of grant or maintenance of Certification;

'**Certification Procedures**' means procedures developed by the CAB who is providing Certification and used in a Certification Audit;

'**Certification Services**' means assessment of a product, process or service by a CAB in accordance with Certification Procedures. Certification Services includes assessment and verification services, gap analysis and Certification Audits, whether or not a Certificate is issued;

'**Certification Mark**' means the certification mark or marks specified in a Certificate and includes any trademark specified in a Certificate which is owned or controlled by a CAB or SRL;

'**Clean Green Standard**' means the applicable set of standards used for the Clean Green Certification Scheme which sets the benchmark for Certification;

'**Clean Green Certification Scheme**' means the certification program operated by SRL designed to give confidence to consumers that a product, process or service satisfies the Clean Green Standard;

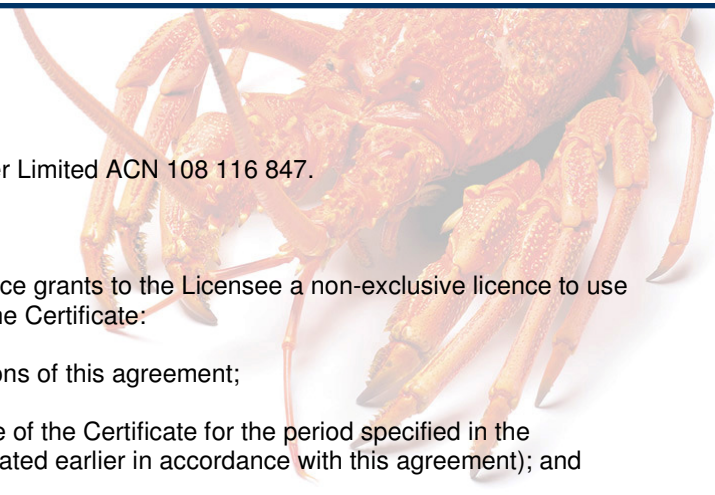
'**Licence**' means the licence to use the Certification Mark on the terms and conditions contained in this agreement;

'**Licensee**' means the company, organisation, entity or person specified in the Certificate;

'**Materials**' means products, and information and promotional material about the Licensee's products, processes or services which use or refer to a Certification Mark;

'**Rules**' means the applicable rules and directions governing the use of a Certification Mark issued by SRL from time to time;

'**Site**' means the location of manufacture of product or of performance of a process or service;



'SRL' means Southern Rock Lobster Limited ACN 108 116 847.

3. LICENCE

3.1 The issue of a Certificate and Licence grants to the Licensee a non-exclusive licence to use the Certification Mark specified in the Certificate:

- (a) on the terms and conditions of this agreement;
- (b) commencing on the issue of the Certificate for the period specified in the Certificate (unless terminated earlier in accordance with this agreement); and
- (c) in relation to the products, processes, or services by reference to the Clean Green Standard or other specifications as set out in the Certificate and these terms.

3.2 The issue of the Licence does not restrict SRL's right to use or license the use of the Certification Mark to any other person.

4. LICENSEE'S OBLIGATIONS

General


4.1 The Licensee must:

- (a) ensure that the Certification Mark is only used in accordance with the terms and conditions contained in this agreement;
- (b) not use the Certification Mark in any way which causes confusion or deception or would be likely to deceive or cause confusion;
- (c) not make any representation to any party about the Licensee's rights to the Certification Mark which are misleading or deceptive;
- (d) ensure that the Certification Mark is used in accordance with any guidelines or directions SRL may publish from time to time;
- (e) maintain the product, process or service as certified and comply with all reasonable requirements that the CAB considers necessary to ensure that Certification continues to be appropriate, including any requirements listed or referred to in the Certificate;
- (f) promptly inform the CAB or SRL of any change in relation to the certified product, process or service that is likely to substantially affect the Certification, including change of address of any relevant Sites or other premises;
- (g) not engage in any conduct which might mislead, deceive or confuse any person in relation to its Certification; or
- (h) not otherwise misrepresent the nature, status, scope or effect of its Certification.

Additional Obligations for Manufactured Goods

4.2 Where the Licence relates to a product that is a manufactured good, the Licensee must ensure that:

- (a) when physically applied to goods, the Certification Mark is:
 - (i) applied only to goods that comply with applicable food safety labeling requirements and accompanied by the number of the Certificate; and

- 
- (ii) applied to goods prior to their dispatch from a site covered by the Certification; and
 - (iii) applied only to goods that meet product specifications detailed in the Clean Green Standard;
- (b) when, after having obtained from SRL approval to do so, the Certification Mark is physically applied to components manufactured by a contractor or agent of the Licensee, prior to further processing or assembly the Licensee submits to the CAB which has granted Certification to the Licensee, for its prior approval, details of the contractor or agent, and makes arrangements to guarantee access of the CAB to the premises of the contractor or agent unless otherwise approved in writing by a duly authorised officer of SRL.

Assessment

4.3 The Licensee must:

- (a) comply with the applicable Certification Procedures and provide the CAB's employees, agents and contractors with all co-operation and assistance required by the applicable Certification Procedures necessary to enable the CAB to provide the Certification Services, including reasonable access to the Licensee's premises, sites, facilities, documents and records of the Licensee and the Licensee's contractors and agents;
- (b) promptly comply with any reasonable requirement of the CAB in relation to the Licensee's product, process or service to make appropriate the Certification, including allowing a representative of the relevant accreditation body to witness a Certification Service being provided by the CAB at a Site;

4.4 The Licensee accepts responsibility for the safety of the CAB's employees, agents and contractors in activities required under the applicable Certification Procedures and advise the CAB, its employees, agents and contractors appropriately of any safety hazards or special training requirements.


4.5 The Licensee warrants that all information made available to the CAB is, to the best of its knowledge and belief, complete and accurate.

4.6 The Licensee must treat as confidential and not disclose to any third party without the prior written consent of the CAB any proprietary or confidential information belonging to a CAB.

Use of Certification Mark

4.7 The Licensee agrees with SRL:

- a) to use the Certification Mark in accordance with the terms and conditions set out in this agreement and any reasonable directions that may be issued by SRL from time to time including directions in relation to statements acknowledging that the Licensee does not own the Certification Mark, directions about the location, size and method of display of the Certification Mark and directions about what words may be used in association with the Certification Mark;
- b) on request by SRL, to provide SRL with samples of Materials;
- c) to promptly correct any failure to comply with paragraph (a), including by complying with any timely and reasonable directions issued by SRL in relation to Materials submitted to SRL under paragraph (b);
- d) not to alter, modify or deface in any way representations of the Certification Mark;
- e) to report to SRL any suspected or actual unauthorised use of the Certification Mark of which the Licensee becomes aware;

- 
- f) to provide SRL with all information, site access and co-operation reasonably requested by SRL to protect the Certification Mark and ensure compliance with these terms;
 - g) not to represent that it owns or has any rights in relation to the Certification Mark other than set out in this agreement;
 - h) not to question or challenge the validity or SRL's ownership of the Certification Mark;
 - i) not to apply for registration of any trade mark or business, company or domain name that incorporates any name or logo the same as, substantially identical with or deceptively similar to the Certification Mark, without the consent of SRL;
 - j) to make and keep a record of all complaints relating to the use of the Certification Mark and, upon request by SRL, to make these records (and a copy thereof if requested by SRL) available to SRL.

Application of Certification Mark

4.8 The Licensee agrees with SRL that:

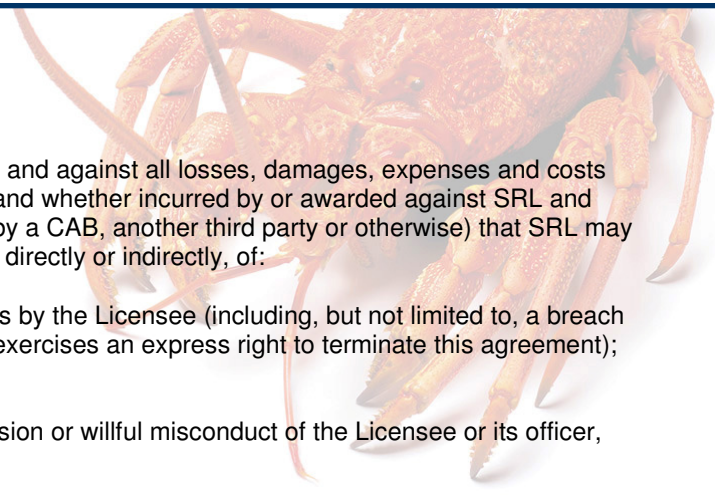
- a) before applying the Certification Mark to any item, the Licensee must obtain from SRL an authorised electronic copy of the Certification Mark, and must in applying it to any item reproduce it in exactly the same proportions and colours (Blue PMS 286, Red PMS 485) as the authorised electronic version; and
- b) the original artwork and computer images of the Certification Mark remain the property of SRL and must be returned immediately if requested by SRL, and the original and any copies of the Certificate remain the property of the CAB and must be returned immediately if requested by the CAB. SRL is and remains the owner of the copyright in the Certification Mark.

5. USE OF CERTIFICATE AND PUBLICITY

- 5.1 The Licensee must not without SRL's prior written permission alter, modify, deface or destroy the Certificate,
- 5.2 Subject to any directions that may be given by SRL, the Licensee may publicise the fact that the Licence has been granted and, subject to any requirements of the CAB to the contrary, may use the Certificate as evidence of the Licence. If permitted to do so by the CAB or SRL, the Licensee may copy the Certificate provided that each copy is clearly identified as a copy.
- 5.3 Subject to any directions that may be given by SRL, the Licensee may use the Certification Mark by application to vessels, factories, transport vans, packaging and/or stationery to publicise the fact that Certification has been achieved and to promote continued compliance.
- 5.4 Subject to any directions that may be given by SRL the Licensee may use the Certification Mark by application to packaging and/or the product if the product specifications are complied with to publicise the fact that Certification has been achieved and to promote continued compliance.
- 5.5 The Licensee acknowledges that the Certificate does not imply that any Certification is approved by any accreditation authority or any Government Ministers.

6. LICENSEE'S WARRANTY AND INDEMNITY

- 6.1 The Licensee warrants to SRL that at all times the Licensee will use the Certification Mark only in accordance with the terms of the Licence, unless otherwise approved in writing by SRL.



6.2 The Licensee indemnifies SRL from and against all losses, damages, expenses and costs (on a solicitor and own client basis and whether incurred by or awarded against SRL and whether in connection with a claim by a CAB, another third party or otherwise) that SRL may sustain or incur as a result, whether directly or indirectly, of:

- (a) any breach of these terms by the Licensee (including, but not limited to, a breach in respect of which SRL exercises an express right to terminate this agreement); or
- (b) any negligent act or omission or willful misconduct of the Licensee or its officer, employees and agents;
- (c) any loss or damage to any property or injury to or death of any person resulting, wholly or partly, from any product, process or service in relation to which the Certification Mark has been used by the Licensee.

7. ADDITIONAL REMEDIES FOR BREACH OF WARRANTY

7.1 If the Licensee breaches any warranty in clause 6.1, or any other provision of these terms the Licensee must at its cost:

- (a) immediately notify SRL of the breach and provide any information reasonably requested by SRL;
- (b) promptly comply with any directions that SRL may issue to prevent further breach or minimise the adverse consequences of the breach (either to SRL or to any member of the public), including a direction to:
 - (i) cease supply of goods or services;
 - (ii) take steps to modify goods or services before supply;
 - (iii) destroy goods;
 - (iv) modify or destroy Materials;
 - (v) provide information (including Materials) to the public; and
 - (vi) where the breach relates to goods already released for sale and which will or may cause injury to any person:
 - (a) undertake a recall of the goods; and
 - (b) take such other action as may be reasonably requested by SRL;
 - (vii) cease representing, either expressly or by implication, that they have any current Certification or License;
- (c) keep SRL informed, in writing, of action taken pursuant to any direction issued under paragraph (b).

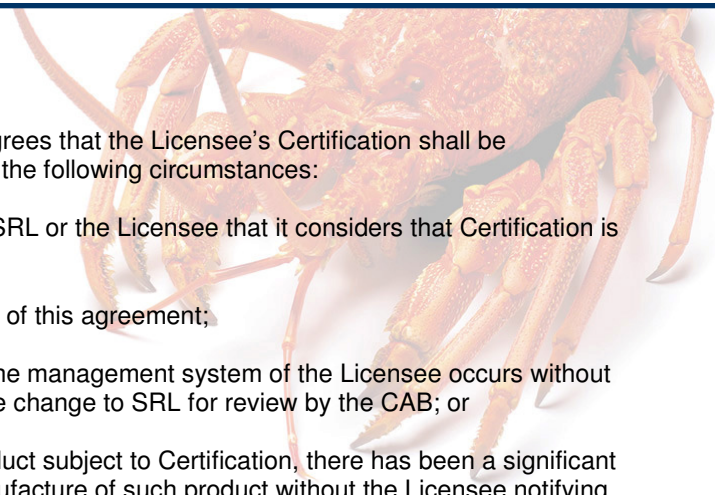
8. FEES

If so requested by SRL, the Licensee must pay to SRL the fees specified in SRL's Schedule of Fees (or elsewhere) as amended from time to time.

9. SRL'S WARRANTY

SRL warrants that it has the rights required to grant the Licence to the Licensee.

10. SUSPENSION, CANCELLATION OR EXPIRY OF CERTIFICATION

- 
- 10.1 The Licensee acknowledges and agrees that the Licensee's Certification shall be suspended with immediate effect in the following circumstances:
- a. the CAB gives notice to SRL or the Licensee that it considers that Certification is no longer appropriate;
 - b. the Licensee is in breach of this agreement;
 - c. a substantial change in the management system of the Licensee occurs without the Licensee notifying the change to SRL for review by the CAB; or
 - d. if, in the case of any product subject to Certification, there has been a significant change in design or manufacture of such product without the Licensee notifying the change to SRL for review by the CAB.

10.2 If the Licensee's Certification is suspended:

- a. SRL must within 45 days of notifying the Licensee of the suspension, furnish the Licensee with information outlining the steps that must be taken by the Licensee to enable the suspension to be lifted;
- b. the Licensee must immediately take all steps necessary to enable the suspension of its Certification to be lifted; and
- c. the Licensee must take all steps reasonably required by SRL to prevent the public being misled or otherwise harmed.

10.3 If the CAB is satisfied with the remedial action taken by the Licensee, SRL may request the CAB to lift the suspension of Certification;

10.4 The Licensee acknowledges that the CAB may cancel the Licensee's Certification with immediate effect by giving notice to the Licensee if the Licensee's Certification has remained suspended for a period more than 90 days.

11. TERMINATION

11.1 The Licence terminates on the earlier of:

- (a) the expiry date specified in the Certificate;
- (b) the termination or cancellation of the Licensee's Certification; or
- (c) the termination of the Licence under this clause 11.

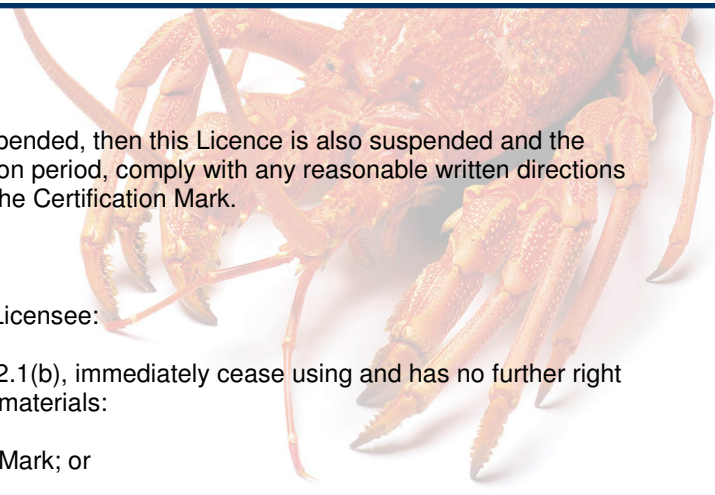
11.2 The Licensee may terminate the Licence upon giving written notice to SRL.

11.3 SRL may terminate the Licence with immediate effect by giving notice to the Licensee if:

- (a) the Licensee breaches any of these terms and fails to remedy the breach within 30 days after receiving notice requiring it to do so; or
- (b) the Licensee breaches a material provision of these terms where that breach is not capable of remedy.

11.4 If the Licensee's Certification is suspended, cancelled or expires, the Licensee must promptly:

- (a) notify SRL; and
- (b) furnish SRL with all information reasonably requested by SRL to ascertain the nature and extent of the suspension, cancellation or expiration.



11.5 If the Licensee's Certification is suspended, then this Licence is also suspended and the Licensee must, during the suspension period, comply with any reasonable written directions issued by SRL in relation to use of the Certification Mark.

12. AFTER TERMINATION

12.1 On termination of this Licence, the Licensee:

- (a) must, subject to clause 12.1(b), immediately cease using and has no further right to use, including on or in materials:
 - (i) the Certification Mark; or
 - (ii) any certification mark that is substantially identical with or deceptively similar to the Certification Mark;
- (b) may continue to sell goods marked with the Certification Mark before the termination of the Licence unless SRL directs that the Certification Mark be erased or masked from the goods before their sale; and
- (c) must remove the Certification Mark from, or destroy (and certify to SRL destruction of) all materials bearing the Certification Mark in the Licensee's custody, possession or control; and
- (d) must promptly return the Certificate (including all copies) to SRL.

12.2 Termination of the Licence will not affect any accrued rights of any party.

12.3 Clause 6 and this clause 12 continues after termination of the Licence.

13. AUDIT REPORTS


13.1 At the completion of any Certification Audit of the Licensee:

- (a) SRL may request directly from the CAB a copy of the audit report prepared by the CAB in respect of the Certification and the Licensee consents to the CAB providing a copy of such audit report; or
- (b) if SRL requests, the Licensee must provide SRL with a copy of the audit report prepared by the CAB in respect of the Certification.

13.2 A confidential copy of audit reports provided to SRL under clause 13.1 will be kept on file to maintain a backup file copy of the reports that can be requested at any time by a category – refer to Table 1 for category descriptions.

Table 1: Category descriptions

Categories	Applicable section of the Clean Green standard
Clean Green Fishery	Pot (1.1- 1.4)
Clean Green Fisher	Pot – Deck (2.1-16.1)
Clean Green Transport	Deck-Factory (17.1-17.3) Factory-Retail (27.1-27.2)
Clean Green Wholesaler & Processor	Factory (18.1- 26.3)
Clean Green Retail	Plate (28.1- 30.1)



13.3 The Licensee acknowledges and agrees that SRL is authorised to use any copy of an audit report obtained under this clause 13 for any purpose it reasonably requires in relation to the Licensee's Certification or this Licence, including without limitation:

- (a) issuing a licence agreement in relation to the Certification Mark;
- (b) assisting in closing out audits for cost control;
- (c) providing feedback to the CAB;
- (d) assisting with continual improvement of the Clean Green Certification Scheme.

14. SUB-LICENSING AND ASSIGNMENT

14.1 The Licensee must not assign, otherwise transfer or sub-license the whole or part of the Licence or the rights granted under it without the prior written consent of SRL, which consent may be given or withheld at its absolute discretion and subject to any terms and conditions that SRL thinks fit.

14.2 SRL may assign its rights under the Licence at any time and in any manner it wishes.

15. RIGHTS IN CERTIFICATION MARK AND OTHER INTELLECTUAL PROPERTY

15.1 The Licensee acknowledges that:

- (a) SRL owns all rights in the Certification Mark; and
- (b) the CAB is the owner or licensee of copyright, know-how and other intellectual property rights in the Certification Procedures and any associated documentation; and
- (c) no right, title or interest in the Certification Mark or the Certification Procedures or that documentation is transferred to the Licensee under this agreement.

15.2 The Licensee agrees that its use of the Certification Mark and any goodwill established thereby shall accrue to the exclusive benefit of SRL.

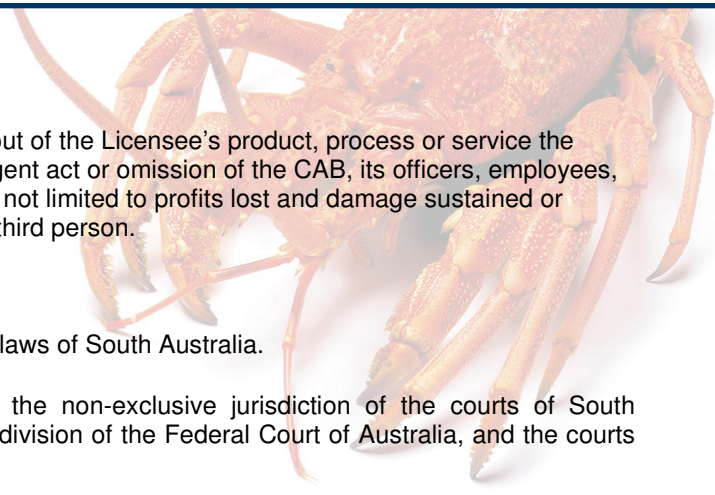
15.3 The Licensee shall immediately notify SRL of any apparent infringement of, or challenge to, the Licensee's use of the Certification Mark or claim by any person of any rights to any of the Certification Mark. The Licensee shall not communicate with any person other than SRL and its counsel in connection with any such infringement, challenge or claim. SRL shall have the right to take such action as it deems appropriate and the exclusive right to control any litigation or administrative proceeding arising out of any infringement of, or challenge or claim to, any of the Certification Mark or in any way related to the Certification Mark. Any damages or other benefits arising out of any such infringement, challenge or claim shall accrue exclusively to SRL.

16. INSURANCE AND LIABILITY

16.1 The Licensee must:

- (a) take out and maintain valid and enforceable public liability/ protection & indemnity insurance policies to cover potential liability of SRL arising out of the Licensee's breach of these terms and conditions or any act or omission of the Licensee, with the interest of SRL and the CAB undertaking Certification noted thereon; and
- (b) provide SRL with certificates of currency and any other evidence of those policies that SRL may reasonably require.

16.2 Except to the extent prohibited by the *Trade Practices Act 1974* or any other applicable laws, SRL excludes liability for any loss or damage suffered by the Licensee (whether direct, indirect, incidental, special and/or consequential damages or loss of profits whatsoever) arising in any way out of any services (including defective Certification



Services) rendered by the CAB or out of the Licensee's product, process or service the subject of Certification or any negligent act or omission of the CAB, its officers, employees, agents or contractors, including but not limited to profits lost and damage sustained or incurred as a result of a claim by a third person.

17. GOVERNING LAW

- 17.1 This agreement is governed by the laws of South Australia.
- 17.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts of South Australia and the South Australian division of the Federal Court of Australia, and the courts of appeal from them.
- 17.3 No party may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.

18. COMPLAINTS

The Licensee may lodge any complaints in regard to decisions of SRL under this agreement with the SRL Board.

19. SEVERABILITY

If all or any part of this agreement is found by a Court of competent jurisdiction to be illegal, void or unenforceable, the illegal, void or unenforceable part(s) may be severed from this agreement and the remaining parts of the agreement shall continue in force.

Schedule

Certification Mark



Australian
Southern Rocklobster





Southern Rock Lobster Limited

Terms and Conditions of Certification Mark Licence and Participation Agreement

Acknowledgement of acceptance

Name of "Licensee" (correct legal entity) _____

Certification No (office use only) _____

I/We acknowledge receipt of the above terms and conditions in regard to the Clean Green scheme.

I/We agree to comply with, these terms and conditions.

If licensee(s) is an individual

Signature of individual(s)/licensee:

(1) Name _____

Signature: _____ Date: _____

(2) Name _____

Signature: _____ Date: _____

If licensee(s) is a company (complete if applicable)

Executed by _____ Pty Ltd:

Authorised Company Representative

Name: _____

Signature: _____ Date: _____

Director or Secretary Name: _____

Signature: _____ Date: _____

Vessel details

Vessel's Name: _____

Skipper's Name: _____

Registration/licence number(s): _____

APPENDIX 4 - Clean Green Convictions Policy

Version 3

January 2007

Clean Green Convictions Policy

Scope:

This policy details the consequences to certified Clean Green organisations that are convicted for an offence under the relevant Acts and regulations across the three states (South Australia, Victoria & Tasmania).

Background:

The Clean Green program is a product certification scheme with specified standards including behavioural & physical requirements in Product Quality, Food Safety, Workplace Safety and Environmental Management of Rock Lobster fishing operations.

The environmental standards in the program address the sustainability of the resource (lobster stocks) and broader environmental concerns (ecological interactions). All Australian Southern Rock Lobster fisheries implement scientific research and compliance activities to ensure the resources are monitored for sustainability and not over exploited through policing of commercial and recreational lobster catches.

Sections of the Clean Green standard are verified by checking that an organisation has not been convicted under the relevant Acts and regulations in each state.

The policy deals with convictions under the relevant Acts and regulations of Clean Green accredited organisations, details the implications on the organisations certification and the rights of appeal.

Convictions Policy:

The process for dealing with convictions of Clean Green certified organisations shall be guided by the following;

1. All convictions of an organisation prior to undertaking the Clean Green training program and prior to public release of this policy are null and void.
2. Convictions will be classified into 2 classes in line with the Clean Green audit protocol;
 - a. **Critical:** There is a direct threat to the sustainability of the Rock Lobster resource or environment, safety and welfare of individuals in the workplace and food safety. Specifically in relation to quota integrity the following shall apply:

Effective as of the date of written notification, Clean Green Certification will be withdrawn for any member of the Program found guilty of breaching State laws pertaining to quota integrity for a minimum of twelve months. Further extensions may be determined by the Board.

The table below lists the critical breaches of the standard and implications of such breaches (suspension time):

Critical Non-Conformances	Minimum Penalty (Suspension)	
	1 st Offence	2 nd Offence
Quota integrity and/or avoidance (excluding quota carry over)	1 year	Life
Taking undersize lobster	1 year	Life
Taking berried females	3 year	Life
Taking lobster in a closed period	3 year	Life
Pollution of the environment (i.e. disposal of oil/fuel)	As decided by SRL	
Killing of protected species (seals, dolphin, seabird, whales, turtle & other)	As decided by SRL	
Breaches of workplace safety regulations	As decided by SRL	
Contamination of product (e.g. Pouring chemical into the tank)	As decided by SRL	

- b. **Minor:** This is where absolute compliance to the fishing licence conditions has not been demonstrated, but has no impact on the sustainability of the resource or environment. These may include;
- Minor licence breaches (e.g. No licence present on board vessel, not complying with fishing gear requirements, exceeding pot soak time)
 - Minor paper work accuracy
 - Inaccurate prior reporting
3. All other convictions not classified above will need to be assessed and classified as critical or minor on an individual basis by the Southern Rock Lobster Limited Board.
 4. If more than three minor convictions are given within a fishing season this will result in an organisation's certification to be withdrawn for one year.
 5. If a critical conviction is issued, within a fishing season, this will result in an organisation's certification to be withdrawn in line with the penalty guidelines or if the conviction is not listed in the penalty guidelines then the Southern Rock Lobster Board will decide.
 6. For an organisation to regain certification after a suspended period for either a minor or critical conviction an organisation will need to be fully audited against the standards and provide a corrective action plan to ensure that further convictions will not occur.
 7. The organisation can lodge a complaint / appeal (Appendix 1 - SRL's Appeal Resolution Procedure), if they are not satisfied with the penalty received.

8. SRL will investigate all appeals in accordance to SRL's Disciplinary Process (Appendix 2) and provide a determination to the organisation.



APPENDIX 1

Southern Rock Lobster Limited Appeal Resolution Procedure

Southern Rock Lobster Limited's (SRL) investigation and disciplinary process is an integral part of being a leading professional industry peak body and the provision of good governance over the Clean Green Program.

As a professional body, SRL sets standards for the members of the Australian Southern Rock Lobster Clean Green program. Part of monitoring compliance with the Clean Green standards includes a process by which organisations can appeal a decision and have such penalties further investigated.

The following information is provided to assist you to understand the practices and procedures of SRL in dealing with a member appeal.

Appeal Resolution Procedure

Please keep this information for your own records. SRL is aware that the expectations of appeals will vary widely. This information is therefore provided to you to explain SRL's complaint/appeal resolution procedures.

Conduct of an Investigation

Once a written appeal has been received by SRL's Clean Green Manager, the prime focus of the investigation is to obtain all of the relevant facts of the appeal, notwithstanding the time it takes to complete this task.

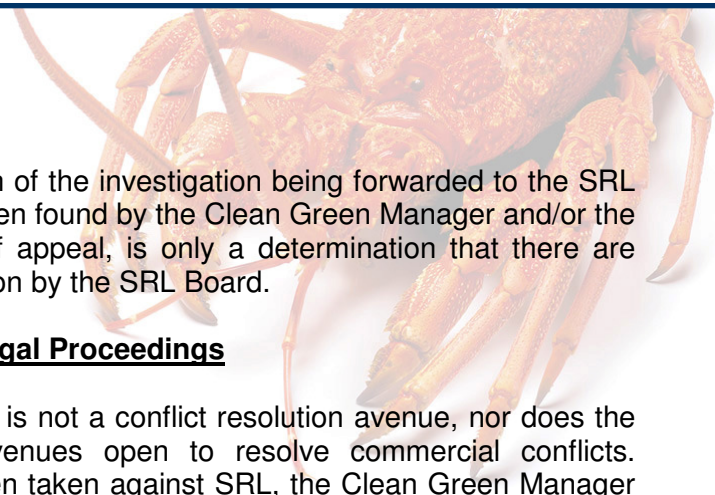
The Clean Green Manager will require the organisation lodging the appeal to provide "unconditional authority" to release any correspondence forwarded to the Clean Green Manager to the SRL Board for comment to ensure that the appeal investigation is conducted fully.

The Clean Green Manager will usually have to obtain further information from the SRL Board and the complainant. It would be expected that the complainant would cooperate should such a request for further information be made. However, if the complainant does not answer a second request for the same information, the Clean Green Manager may place the complaint on hold until a reply is received as there may be insufficient information to continue the investigation. The Clean Green Manager will endeavour to keep the complainant informed of the progress of the complaint.

The complainant is required to cooperate with the Clean Green Manager during the investigation and appeal process.

Responsibility of the Clean Green Manager

The Clean Green Manager has the responsibility to investigate all written complaints/appeals received, together with the SRL Executive, decide whether the Clean Green organisation has a "case" then the complaint/appeal is referred to the SRL Board for a formal hearing into the complaint/appeal. This action signifies the change in responsibility for the complaint from the Clean Green Manager to the SRL Board. However, the Clean Green Manager or the SRL Executive will present the complaint at any formal hearing of the SRL Board.



It is important to note that the action of the investigation being forwarded to the SRL Board, because the member has been found by the Clean Green Manager and/or the SRL Executive to have a “case” of appeal, is only a determination that there are matters requiring further consideration by the SRL Board.

Complaints also the Subject of Legal Proceedings

Investigation of a complaint by SRL is not a conflict resolution avenue, nor does the investigation replace the legal avenues open to resolve commercial conflicts. However, once legal action has been taken against SRL, the Clean Green Manager will suspend consideration of the complaint until the legal action has been completed. When the legal proceedings are complete, the Clean Green Manager may resume the investigation of the complaint, taking into account the legal decision.

Such matters are put on hold for two reasons. First, SRL does not want to prejudice either party by making a determination prior to the finalisation of the legal proceedings. Second, the legal proceedings may either resolve the matter or produce further information that may aid SRL in its investigations.

Therefore, SRL puts further action on hold until the legal proceedings are finalised. However, if the legal proceedings do not relate to the complaint, the investigation may proceed regardless.

Compensation

SRL is not a court of law and does not have the power to award compensation payments or demand the repayment of, or a reduction in, revenue. Any claim for compensation, reduction in fees etc. must be lodged with a court.

Mediation

SRL’s investigation process is not mediation; it is an investigation of an appeal to determine if a Clean Green organisation may have case to present as to why a suspension of the Clean Green certification should not be imposed.

Privacy Statement

The information (as defined by the *Privacy Act 1988*) you provide to SRL as part of the investigation process may be used in the following manner:

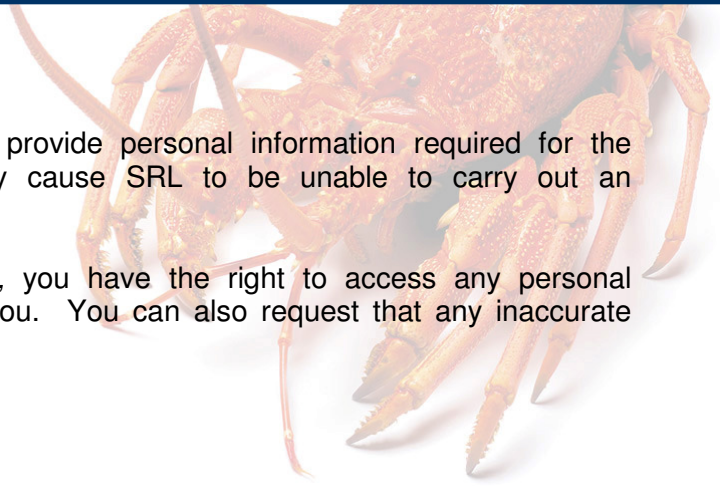
- To investigate the complaint;
- As part of any potential hearing before SRL’s Disciplinary Tribunal; and
- Forwarded to a statutory authority where there may be a breach of the law or statutory requirements.

SRL may provide personal information provided as part of the complaint/appeal process to the following:

- The Clean Green Manager and SRL Executive Officer;
- Members of the SRL Board; and
- Statutory/Regulatory bodies.

The failure of the complainant to provide personal information required for the purposes of the investigation may cause SRL to be unable to carry out an investigation.

In line with the *Privacy Act 1988*, you have the right to access any personal information that SRL holds about you. You can also request that any inaccurate information be corrected.





Complainant(s) Details

Title _____
Surname _____
Given Name _____
Bus. Address _____

Suburb _____ Post code _____
Bus. Phone # _____ Bus. Fax # _____
Email _____

If acting on behalf of a Complainant, please provide your own details and the relationship with the complainant.

Title _____
Surname _____
Relationship _____
Given Names _____
Bus. Address _____
Suburb _____ Post code _____
Bus. Phone # _____ Bus. Fax # _____
Email Address _____

Issue complaint relates to

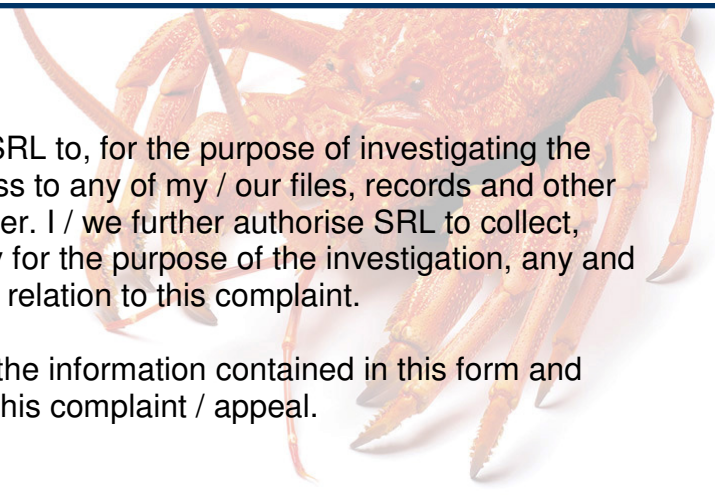
Description

Organisation / Certification No.

Bus. Address

Suburb _____ Post Code

Short summation of the complaint / appeal (please attach further documentation and full details of the complaint to this form)



I / we understand and authorise SRL to, for the purpose of investigating the complaint, to seek and gain access to any of my / our files, records and other documentation held by the member. I / we further authorise SRL to collect, use and disclose, as is necessary for the purpose of the investigation, any and all information provided to SRL in relation to this complaint.

I / we have read and understand the information contained in this form and request that the SRL investigate this complaint / appeal.

Signature

Print Name

Date: / / 20

Signature

Print Name

Date: / / 20

If you are acting on behalf of the complainant, please provide proof that you have authority to so act and to received and provide personal information.

Please lodge the complaint together with this form (and all future correspondence) to:

Level 1, 16 Unley Road
UNLEY SA 5061

APPENDIX 2

Southern Rock Lobster Limited's Disciplinary Process

Having a disciplinary process is important to maintaining the creditability of the Clean Green Trade Mark.

Southern Rock Lobster Limited (SRL), as a professional body, manages the Clean Green standards for the members and enforces those standards through a variety of methods, the ultimate method being determination by the SRL Board.

The following information is provided to assist you to understand the practices and procedures of the SRL Disciplinary Process and why you are before the SRL Board.

Why am I under investigation?

The reason you are under investigation is that the SRL investigation process has determined that there are matters that need to be considered by the SRL in relation to your ongoing Clean Green Certification. It is for the SRL Board to determine if there is sufficient evidence to make a finding that your penalty should be reduced or dismissed. If this is found to be the case, the SRL Board will impose what it considers to be an appropriate penalty.

A Clean Green member may appeal a decision made by SRL referred to the SRL Board if sufficient evidence exists.

How does the investigation / appeal process work?

The SRL Board will inform you of the date, time and place of the hearing of your appeal so that you may appear either in person or by teleconference, with or without counsel, if you wish. On the day of the hearing, the SRL Board determines the order that the appeals are to be heard. When your appeal comes before the SRL Board, SRL's Clean Green Manager and / or SRL Executive Officer will present the information SRL has collected in relation to your appeal.

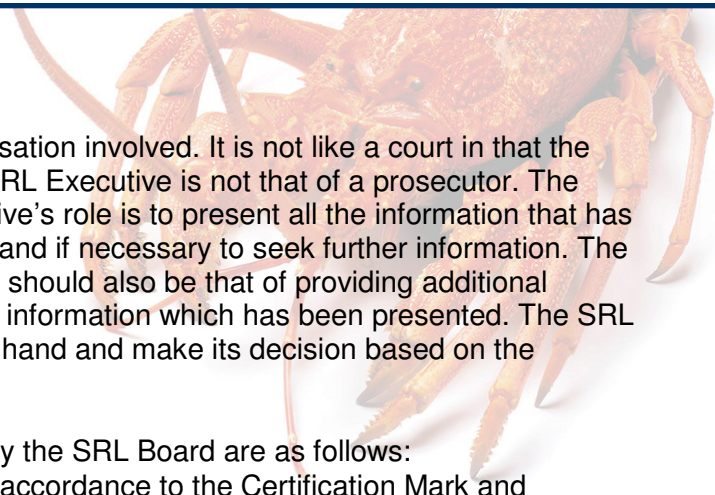
The SRL Board may ask questions of the Clean Green Manager / SRL Executive Officer. If you are present, the SRL Board will allow you or your counsel to make a statement. After the SRL Board has heard your statement, you may be asked further questions. If you are not present, you can still make a written statement to the SRL Board which will be considered.

After hearing this information, the SRL Board will dismiss all present and discuss the information before them.

The SRL Board will then make a determination. The SRL Board may:

- Find that you have no case and then impose a penalty;
- Find that you have a case and then impose a reduced penalty;
- Find that you have a case and dismiss the penalty; or
- Defer making a decision on the complaint until further information can be presented to the Board.

The process is an inquisitional process, not an adversarial process. This means that the SRL Board is tasked with finding out what has happened through a process of



questions and answers of the organisation involved. It is not like a court in that the role of the Clean Green Manager / SRL Executive is not that of a prosecutor. The Clean Green Manager / SRL Executive's role is to present all the information that has been provided, to answer questions and if necessary to seek further information. The role of the Clean Green organisation should also be that of providing additional information and giving context to the information which has been presented. The SRL Board must review all information at hand and make its decision based on the balance of probabilities.

The penalties that can be imposed by the SRL Board are as follows:

- Forfeiture of membership (in accordance to the Certification Mark and Participation Agreement);
- Suspension of membership and use of the Clean Green Trade Mark (in accordance to the Certification Mark and Participation Agreement);
- Other penalty deemed appropriate.

Members who have had their membership forfeited or suspended by the SRL Board will have these details published in the next edition of SRL newsletter.

Do I have to appear before the SRL Board?

Members are not required to appear before the SRL Board. However, it may be advantageous for you to be present in order to present your argument in person.

This can be done by appearing in person or via teleconference. If you intend to appear via teleconference you will need to inform SRL of this at least 7 days prior to the hearing date. You may also be accompanied by legal counsel (or other representatives) should you choose. However, you must inform the SRL Board 14 days prior to the date of the hearing that you intend to be represented by legal counsel (or other representatives). SRL will not pay for such representation. You may alternatively present your case in writing or fail to respond at all. Failure to respond in any form, though, may be detrimental to your case.

Can I appeal the decision of the SRL Board?

You cannot appeal the decision of the SRL Board.

Further information

For further information please contact SRL on 1300 853 880.