



Egg Standards of Australia

Introduction and Rules

March 2023

This following information introduces the Egg Standards of Australia program and details the requirements of participating egg farms and grading facilities

1.. Introduction

1.1. Background

Egg Standards of Australia (**ESA**) is a voluntary quality assurance program that has been developed through an extensive consultation process, to provide a practical mechanism to demonstrate compliance with egg primary production and processing standards.

ESA replaces the previous egg industry scheme, Egg Corp Assured (**ECA**). ESA provides greater clarity and a more robust set of compliance standards that have been independently reviewed against current Australian customer and regulatory requirements.

ESA has been developed (based on the principles of Hazard Analysis Critical Control Point (**HACCP**)) to provide a compliance framework for egg producers and processors in meeting the needs of regulators, retailers, farmers and egg buyers in areas including hen welfare, egg quality, biosecurity, food safety, work health and safety and environmental management.

These ESA Rules are the terms on which, upon registration, an Egg Business agrees to participate in the ESA Program. In order to maintain certification, egg farms or grading facilities participating in the ESA Program must comply with the ESA Rules and the requirements of the ESA Standard(s) nominated by the Egg Business at all times.

This document 'ESA Introduction and Rules – March 2023' is the current version of the ESA Rules.

Failure to comply with the ESA Rules or the requirements of the nominated ESA Standard(s), may result in an egg farm or grading facilities' ESA certification being suspended or withdrawn.

Updates to the ESA Rules and ESA Standard(s) will occur from time to time. Egg Businesses will be given at least 28 days' notice of the changes via email, and Egg Businesses must ensure full compliance with the changes within the timeframe stated in the notice.

An egg farm's obligations to comply with the ESA Rules and ESA Standard(s) are in addition to its obligations to comply with the law, including any regulatory requirements. It is important for egg producers and processors to be aware that compliance with the ESA Rules and ESA Standard(s) does not ensure compliance with the law and does not exempt an egg farm or grading facility from doing so.

1.2. Purpose and scope

ESA covers the industry practices relating to the rearing of pullets, the production of eggs from laying hens, and the grading, processing and packing of eggs.

ESA has two Standards:

1. ESA for Rearing and Layer Farms covers the industry practices relating to day-old chicks or started pullets to the farm, up to the point of removal of started pullets, spent hens and eggs for human consumption from the farm. This component can be used for the following types of egg production systems: Cage, Barn and Free Range.

The primary objectives of ESA for Rearing and Layer Farms are to:

- Set out the requirements for best practice in the production of eggs;
- Provide a uniform mechanism for the verification of egg production practices; and
- Provide a means of demonstrating best practice and continual improvement.

2. ESA for Grading and Packing Floors covers the general requirements for the collection, grading, washing, packing and delivery of shell eggs as well as the hygienic manufacture, storage, packaging and distribution of egg pulp and egg products for sale or supply for human consumption only. This also covers processors of egg products: fresh liquid whole eggs, egg white, egg yolk/pulp, frozen whole eggs, egg white, egg yolk, dried whole eggs, egg white & yolk, salted & sugared yolks, scrambled egg mix and hard boiled eggs.

The primary objectives of ESA for Grading and Packing Floors are to:

- Produce a safe product for consumers;
- Ensure full traceability of shell eggs, egg pulp and egg products; and
- Assure both retailer and consumer that shell eggs, egg pulp and egg products are produced and packed to the highest standards.

1.3. Disclaimer

Australian Eggs Limited (**Australian Eggs**) endeavours to ensure that the content of ESA is accurate, complete and current. However, Australian Eggs makes no representation in relation to the accuracy, completeness or currency of the content of ESA. Reliance on the content of ESA is at the user's own risk. The user should always make independent enquiries and seek professional advice regarding its compliance with applicable laws and other legal obligations.

Australian Eggs disclaims all liability and responsibility to any person arising directly or indirectly from reliance on the use of the content of ESA and for any consequences of such use arising out of such reliance, whether or not caused by the negligence of Australian Eggs, to the maximum extent permitted by law.

1.4. Copyright notice

Australian Eggs encourages egg farmers to access ESA resources on the path to certification and encourages the exchange of information.

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1.5. Acknowledgments

Many individuals and organisations have been involved in the development of ESA. Their contribution and support is appreciated.

Australian Eggs also thanks the contributors to previous versions of the egg industry quality assurance standard, Egg Corp Assured.

1.6. Standard Review Process

Australian Eggs is responsible for the review and amendment of this Standard. Participating ESA businesses are advised of all updates and should ensure that they are operating with the current edition of the Standard at all times.

Australian Eggs encourages suggestions for improvements to this Standard from all users. Suggestions can be made in writing to Australian Eggs via:

Australian Eggs Limited
Suite 6.02, Level 6
132 Arthur Street, North Sydney
NSW 2060

Email: contacts@australianeggs.org.au

1.7. Participation Levels of Egg Standards of Australia

Participation in ESA is voluntary and application for certification is open to all egg farmers.

Certification to the Standard(s), however, will only be granted to egg farmers that meet the relevant requirements as set out in the ESA Standard and ESA Introduction and Rules (this document).

In ESA for Rearing and Laying Farms, each element is classified as Level 1, Level 2 or Level 3, defining the three levels of participation:

- Level 1: Entry level participation recommended for egg farmers new to the egg industry and to quality assurance systems.
- Level 2: Intermediate level participation recommended for egg farmers with a more developed compliance system and record keeping, designed to meet the requirements of regulators.
- Level 3: Advanced level participation for egg farmers with a fully developed compliance system and record keeping in accordance with the requirements of major retail customers.

In ESA for Grading and Packing Floors, each element is classified as Level 2 or Level 3, defining the two levels of participation in:

- Level 2: Core requirements for egg farmers to meet Commonwealth, State and Territory food safety requirements.
- Level 3: Comprehensive requirements for egg farmers to meet Commonwealth, State and Territory food safety requirements. As well as the requirements of major retail customers.

1.8. Using the Standard

Each element describes the outcomes required, the practices needed to ensure compliance and the records that may be required to demonstrate compliance. Further guidance and references to resources are outlined in the [ESA Interpretation Guidelines](#).

Within the ESA Standards, there are some elements which present significant potential or immediate risks to food safety or animal health when the standard is not met. These elements are noted with an annotation of ² or ³. Failure to meet these elements will result in an immediate Major or Critical Corrective Action Request (CAR) respectively and must be addressed in the appropriate times.

1.9. Certification Decisions

The decision to grant, extend or withdraw certification to a site is made by the Certification Body. The decision is made primarily on the basis of the audit findings, but other factors (such as failure to meet regulatory compliance or other food safety requirements, or previous audit history) may be taken into consideration in arriving at the certification decision.

In the event that certification is withdrawn, the certificate must be destroyed, the site must cease to present itself as ESA Certified and the ESA Program Manager will transfer the site's certification record to "withdrawn".

1.10. Appeals

The Egg Business may appeal the issue of a CAR first to the Certification Body before appealing to the ESA Program Manager. The ESA Program Manager may then choose to revert to Australian Eggs when appropriate. The appeal must be received in writing by the Certification Body within two weeks of receipt of the CAR issue.

The decision of Australian Eggs in relation to appeals will be final.

1.11. Complaints

The Egg Business may lodge confidential complaints with regard to the audit(s) or any other aspect of the operation of the Program. All complaints must be in writing and must be addressed to Australian Eggs. All such complaints will be treated as confidential, acknowledged and followed up.

2. Definitions, Interpretations and Abbreviations

Within this document, the following terms and abbreviations are defined as:

- **Approved** means approved by Australian Eggs Limited
- **Audit** means a systematic and independent examination to verify that an Establishment is acting in accordance with the ESA Standards
- **Auditor** means a person approved by ESA to conduct Audits against the Standard.
- **Australian Eggs** means Australian Eggs Limited ACN102 859 585
- **Anniversary month** means the month in which the initial ESA certification audit was conducted. Recertification audits must occur during or before this month each year
- **CAR(s)** means Corrective Action Request(s)
- **Certification** means certification of a Site by Australian Eggs in accordance with the ESA
- **Introduction and Rules.** The following terms can be used to describe a Site's ESA Certification Status:
 - **"Applied"** status means the Egg Business is new to the program and is currently going through the certification process
 - **"Certified"** status means the Site has demonstrated compliance across all elements of the Standard(s) in the most recent audit, which was less than 12 months ago
 - **"Certification Pending"** status means the Site is in the process of re-certification or attaining certification for the first time. This status is used where: the Site has recently undergone a re-certification Audit and is in the process of closing out its CARs or where the Sites' Certification has expired but a re-certification Audit is scheduled in the three months' following certification expiry
 - **"Suspended"** status means the Site is currently uncertified due to failing to close CARs in the appropriate time frame, or having unresolved Critical CARs
 - **"Audit Deferred"** status means the Site has been granted an extension on their current certification, despite not undertaking a successful re-certification Audit within the standard 12-month period
 - **"Cancelled"** status means the Site has been removed from the ESA Program upon written request from Australian Eggs
 - **"Withdrawn"** status means the Site has in writing notified the ESA Program Manager or Certification Body that they have voluntarily stopped participating in the ESA program
- **Certification Body** means a JAS-ANZ (or equivalent) Accredited Assessment Body approved by Australian Eggs to provide auditing services to ESA:
 - **Egg Business** means a business which produces and/or sells eggs
 - **Site** means an Egg Business or a unit of an Egg Business which requires ESA certification. This includes Rearing and Layer farms and Grading and Packing Floors
 - **ESA** means Egg Standards of Australia

- **ESA Program Manager** means the independent company contracted by Australian Eggs to manage and oversee the administration and day-to-day operations of ESA
- **Grading and Packing Floor** means a Site primarily involved in the processing of eggs, this includes the grading and packing of eggs
- **Rearing and Layer Farm** means a Site primarily involved in the primary production of eggs, this includes the rearing of pullets to the point of lay and up to the collection of the egg
- **Registration** means the receipt and recording of an Egg Business' details with the ESA Program Manager
- **Standard(s)** means ESA Certification Program which encompasses ESA for Rearing and Layer farms and ESA for Grading and Packing floors and any amendments made hereto from time to time
- **Trademark** means registered trademarks of Australian Eggs Limited relating to conformance with the Standards
- **Verification** means confirmation, through the review of objective evidence, that requirements have been fulfilled.

3. Application

- 3.1. An Egg Business must register for the ESA Program through direct application to the ESA Program Manager.
- 3.2. To register with ESA, an Egg Business must have an ABN or ACN.
- 3.3. An applying Egg Business is required to complete a registration form and provide a detailed business profile, including management and key contact information for each Site.
- 3.4. The Egg Business must provide details for the person who is responsible for managing compliance with the ESA Program for each Site requiring ESA certification.
- 3.5. An Egg Business must be registered with the ESA Program Manager prior to submitting an application for initial Site audit to a Certification Body.
- 3.6. It is the responsibility of the Egg Business to ensure that the information required for registration remains up to date. Any changes to the business profile, ESA key contact, management or scope of Site certification must be provided the Certification Body or ESA Program Manager within 28 days of the change occurring.
- 3.7. An Egg Business which changes its name must lodge a new application form with the ESA Program Manager.
- 3.8. Supporting documentation may be requested to provide evidence of an Egg Business' information or changes to that information.

- 3.9.** Providing false or misleading information on the ESA registration form, on application for audit, or in subsequent updates could result in suspension or cancellation from the ESA program.

4. Sites

- 4.1.** The scope of ESA certification required by the Site must be disclosed on the ESA registration form and on application for audit.
- i. Each farm Site must be registered with the ESA Program Manager.
 - ii. Each grading facility Site must be registered with the ESA Program Manager.
- 4.2.** Upon initial certification, the Site will be assigned a unique ESA certification number, retained by the Egg Business for ongoing certification.

5. Scope

- 5.1.** The ESA Program currently provides certification options for the following scope of operations: Egg production – Barn; Egg production – Cage; Egg production – Free Range; Pullet Rearing; and Grading and Packing.
- 5.2.** The ESA Program is structured in three levels to enable Egg Businesses and Sites to join the program at the level that best suits their needs and customer requirements.
- i. For ESA for Rearing and Laying only: Level 1 – Basic: An entry level for egg farmers who are new to the egg industry or who have not previously participated in a quality assurance program. Sites certified at this level are audited against level 1 compliance criteria only.
 - ii. Level 2 – Core: An intermediate level suited to egg farmers with a more developed compliance system and record keeping procedures, designed to meet the requirements of regulators. Sites certified at this level are audited against both level 1 and level 2 compliance criteria.
 - iii. Level 3 – Comprehensive: An advanced level suited to egg farmers with a fully developed compliance system and record keeping procedures, designed to meet the requirements of major retail customers. Sites certified at this level are audited against all three levels of compliance criteria.
- 5.3.** The level of certification of each Site must be nominated by the Egg Business prior to the audit being conducted.
- 5.4.** Sites that nominate and are certified to Level 1 may hold that level of certification for a period of no longer than two years. After a Site has been certified to Level 1 for a period of two years, the Site must make subsequent nominations to a higher level of certification.

- 5.5. Sites that nominate and are certified to Level 2 may remain at this level of certification or make subsequent nominations to a higher level of certification later.
- 5.6. To ensure the integrity of ESA, a Site cannot claim ESA certification without reference to the level to which they are certified, for example, ESA Level 1 certified or ESA Level 3 certified.
- 5.7. Between recertification audits, if there are changes to the scope of certification required by the Site, the Certification Body will use a risk-based approach to determine if there is a need for an additional scope extension audit.
- 5.8. The Certification Body will at each audit, reconfirm the Site's required scope and level of ESA certification.

6. Certification Bodies and auditors

- 6.1. Only Certification Bodies registered with the ESA Program Manager may conduct ESA audits.
- 6.2. Only auditors complying with ESA registration requirements, and who are employed by or contracted to an ESA Certification Body, may conduct ESA audits.
- 6.3. On application for audit, an Egg Business must enter into a written contract with the Certification Body of their choosing for the provision of ESA certification services.
- 6.4. It is a condition of registration and certification under the ESA Program that the Egg Business:
 - i. Agrees to notify the Certification Body of a serious food safety or animal welfare incident occurring at a Site which results in customer recall within 24 hours of the incident; and
 - ii. Acknowledges and agrees that the certification status and level of each Site will be publicly available through the search function on the ESA Program Manager's website.
- 6.5. The contract with the Certification Body must take into account the responsibilities of the Egg Business and must clearly include the following requirements:
 - i. Audits are scheduled with adequate notice for both the Egg Business and the auditor/Certification Body;
 - ii. The cancellation of a scheduled audit may result in a penalty fee in accordance with the terms of the contract;
 - iii. The Egg Business must, on request, provide access to the Site and premises (in consideration of biosecurity requirements), to full documentation and records, and to product, for the purpose of conducting the audit;
 - iv. The Egg Business must provide all reasonable assistance required by the auditor in the conduct of the audit;
 - v. The Egg Business must provide complete and accurate information as required by the auditor;
 - vi. An auditor (with prior agreement) may be accompanied on the audit for training or accreditation purposes, e.g. auditor training, auditor calibration, witness audits;

- vii. Australian Eggs reserves the right to conduct an audit on an Egg Business in response to complaints or as part of routine compliance activities. These audits may be announced or unannounced;
 - viii. A copy of the audit report, supporting documentation and ESA certificate will be made available to the ESA Program Manager, and the audit result will be communicated to the ESA Program Manager;
 - ix. Australian Eggs may contact the Egg Business directly for feedback on auditor and/or Certification Body performance;
 - x. The Egg Business may lodge an auditor or Certification Body complaint in confidence with Australian Eggs that will be considered and investigated if appropriate.
- 6.6.** Each Egg Business agrees to the matters set out in clauses 6.5 iii, 6.5 iv, 6.5 v and 6.5 vii – x and acknowledges and agrees that compliance with these provisions is a condition of registration for, and certification under, the ESA Program.
- 6.7.** The Egg Business acknowledges and agrees that where consulting or training services related to the ESA Standard(s) have been provided to an Egg Business by an individual contracted to, or employed by a Certification Body; that individual is excluded from conducting an ESA audit for that same Egg Business within two years of completion of the consulting/training activity.
- 6.8.** The Egg Business acknowledges and agrees that an auditor may refuse to carry out or finish an ESA audit:
- In the presence of a third party who they believe may intentionally or otherwise influence the outcome of the audit in an inappropriate manner;
- i. If they feel threatened or have been subject to abusive behaviour during the visit;
 - ii. If they deem that the Egg Business has not implemented the ESA Program or no records are available; and/or
 - iii. If the site is not accessible or non-operational.
- 6.9.** Each Egg Business acknowledges and agrees that an individual auditor may audit a Site multiple times, however no more than three consecutive ESA audits can be conducted by the same auditor.

7. Changing Certification Bodies

- 7.1.** Subject to its contract with its nominated Certification Body, an Egg Business may change its nominated Certification Body at any time, provided that the Egg Business is not currently suspended from the ESA Program and there are currently no corrective actions outstanding from previous audits.
- 7.2.** An Egg Business is not required to inform their previous nominated Certification Body that it has transferred but must notify the ESA Program Manager of the change within 28 days of entering into a contract with a different Certification Body.
- 7.3.** When applying to a new Certification Body, the Egg Business must declare its previous certification arrangements under ESA, including scope and Sites.

- 7.4.** The ESA Program Manager may give the new nominated Certification Body access to the Egg Business' ESA records, including historical audit results and information from previous Certification Bodies.

8. Audit process

- 8.1.** Egg Businesses are required to contact an ESA Certification Body to schedule their Site's initial ESA audit.
- 8.2.** After an initial audit, an Egg Business must ensure that the Site is audited annually, before its original audit date to maintain its certification.
- 8.3.** It is the Egg Business's responsibility to schedule subsequent annual recertification audits with the Certification Body. These should be scheduled to provide enough time to close out any CARs before certification expiry.
- 8.4.** Where a Site completes the recertification audit later than the anniversary month, the certificate expiry date remains unchanged to prevent audit creep.
- 8.5.** Sites can change their anniversary month by request, by scheduling their recertification audit earlier in the year than due. Certificates from these audits will be issued with a 12 month expiry and the month the audit was conducted will become the new anniversary month.
- 8.6.** The ESA audit will comprise of, in order:
- i. Onsite- an opening meeting between the Site's ESA representative and/or business management representative and the Auditor
 - ii. Onsite- full evaluation of all elements of the Standard(s), including physical operations and all supporting documentation by the Auditor
 - iii. Onsite- a closing meeting where the Auditor will clearly present the results of the Audit, including providing in writing all CARs raised to the Site's ESA representative.
 - iv. Offsite- completion of a full audit report by the Auditor, in the format stipulated by the Certifying Body
 - v. Offsite - submission of completed report to the Certifying Body within the timeframe stipulated by Certifying Body
- 8.7.** The duration of an ESA audit will vary depending on the Site size and certification scope. The nominated Certification Body will provide a time estimate and rationale for audit duration to the Site prior to the audit.
- 8.8.** The audit result and report will be provided to the Egg Business by the Certification Body within 10 working days of audit completion and documented by the Certification Body electronically.
- 8.9.** Where CARs have been raised, the information will be communicated with the audit result to the Egg Business. The Certification Body will provide timeframes and process for correction.
- 8.10.** The full audit report will receive a technical and certification review by the Certification Body prior to a certification decision.

9. Certification process

9.1. On completion of an ESA audit, the auditor submits the audit report to the Certification Body for review. On completion of the audit report review, there are two certification options available:

- i. 'Certified' – a Site has demonstrated adequate compliance with all elements of the Standard(s), with no Critical or Major Corrective Actions raised at audit; or
- ii. 'Certification pending' – a Site has outstanding Critical or Major Corrective Actions raised at audit.

9.2. A non-compliant element at audit will be categorized as one of the following:

- i. Critical CAR – an issue presenting an immediate risk to food safety, animal welfare, the environment, or a breach of legislation, or when the integrity of the ESA Program has been compromised.
 - Critical CAR(s) must be addressed immediately; and
 - The Sites' certification status will be 'Suspended' within the ESA database until the Critical CAR(s) have been addressed.
- ii. Major CAR – raised when there is the potential to compromise food safety, animal welfare or the environment, or the potential to compromise the integrity of the ESA Program.
 - Major CARs must be addressed within 14 days of audit; and
 - If the Major CARs are not resolved within the nominated 14 day period, the Sites' certification status will be 'Suspended' within the ESA database until such time as the corrective action request(s) are addressed.
- iii. Minor CAR – raised where the issue is in contradiction to the requirements stated in the Standard(s) but is not likely to directly impact on food safety, animal welfare or the environment, or on the integrity of the ESA Program.
 - Minor CARs must be within 28 days of audit; and
 - If the Minor CARs are not resolved within the nominated 28 day period, the Sites' certification status will be 'Suspended' within the ESA database until such time as the corrective action request(s) are addressed.
 - If the same Minor CAR is identified at the next audit, it will be immediately raised as a Major CAR and the associated close out times apply.

9.3. The Egg Business will be required to provide evidence to the auditor of action taken to address corrective action request(s). The appropriate type of evidence will depend on the given CAR. On acceptance (close out) of all corrective action(s) in accordance with clause 9.2 i-iii, ESA certification can be recommended.

9.4. Wherever practical, outstanding issues will be 'closed out' remotely through written or photographic evidence. However, in the event where evidence of 'close out' for outstanding issues cannot be provided remotely, a follow-up audit may need to be scheduled, at the expense of the Egg Business.

10. Certified Sites

- 10.1.** The Certification Body will provide the Egg Business with an electronic certificate for the certified Site.
- 10.2.** Once issued, ESA certificates are not transferrable to other Sites or Egg Businesses.
- 10.3.** The certification status of all ESA certified Sites is accessible to the public via:
 - i. The search function on the ESA Program Manager’s website (the information displayed includes: business name, location (state), ESA scope, level of compliance, certification status and ESA certification number).
- 10.4.** All eggs represented for sale as ESA Level 1, 2 or 3 certified must be:
 - i. Produced by a Site currently certified to the relevant level of ESA; or currently certified to a rearing and layer scheme recognised under ESA; and/or
 - ii. Packed by a Site currently certified to ESA; or currently certified to a grading and packing scheme recognised under ESA.

11. Audit deferral, suspension and withdrawal

- 11.1.** A Site unable to attain recertification due to adverse and unforeseen circumstances can request a certificate extension and apply to have their audit deferred until such time as they are able to facilitate an audit.
 - i. ‘Adverse circumstances’ refers only to situations where the Site is prohibited or physically incapable of hosting an audit.
 - ii. Certificate extensions will be a maximum of three months.
- 11.2.** Sites may voluntarily withdraw from ESA upon written advice to the ESA Program Manager. The Site will be marked as “Withdrawn” and must cease representing itself as ESA Certified. The Site may re-join ESA at any time by progressing a new application with the ESA Program Manager.
- 11.3.** A Site may be given a ‘Suspended’ status if:
 - i. The Site unreasonably delays or continually defers an ESA audit;
 - ii. The auditor cannot complete an audit in full, including because the Site fails to provide access to a site or records, or otherwise fails to cooperate in the audit process;
 - iii. The Egg Business fails to pay any fees in connection with the ESA Program;
 - iv. The Egg Business or Site supplies false or misleading information;
 - v. A critical CAR is raised;
 - vi. A major CAR is raised and the required action to rectify the non-conformance has not occurred within the required timeframe; or
 - vii. Australian Eggs or the Certification Body is of the opinion, reasonably held, that the Egg Business has breached a material provision of these rules or is not maintaining

compliance with the stated requirements of the relevant ESA Code or these rules or is unable or unwilling to do so.

- 11.4.** If a Sites' certification is suspended and the grounds for suspension is not capable of rectification or, if capable of rectification, the Site does not take the necessary action(s) to rectify within a timeframe specified by the nominated Certification Body, the Egg Business' registration(s) shall be cancelled by written notice from the ESA Program Manager.
- 11.5.** Australian Eggs has the right to inform an Egg Business' customers, and where relevant, the appropriate authorities of changes to an Egg Business' ESA certification status.

12. Fees

- 12.1.** Fees for certification services (e.g. auditing services) are payable to the Certification Body by the Egg Business.
- 12.2.** Payment of all fees by participating Egg Businesses is a requirement for the Egg Business' continued ESA certification.

13. Confidentiality

- 13.1.** Except as permitted under clause 10.3, all discussions between the ESA Program Manager/Certification Bodies/Auditor/Australian Eggs and Egg Businesses will be kept confidential and identities of the Egg Business will be withheld, as requested, in any subsequent enquiries from the discussions.
- 13.2.** Except as required by law, no Certification Body or Auditor will:
 - i. Disclose to any person without the prior written consent of the Egg Business any information obtained from the Egg Business, except as permitted under clause 10.3; or
 - ii. Use or attempt to use any information obtained from the Egg Business in any manner which may cause or be calculated to cause injury or loss to the Egg Business.
- 13.3.** The Certification Body and/or Auditor will take all such precautions to maintain the confidentiality of information obtained from each Egg Business and must, except as permitted under clause 10.3:
 - i. Prevent its disclosure directly or indirectly to any person other than in accordance with these Rules; and
 - ii. Prior to disclosure to any person of any such information in accordance with these rules, obtain a written undertaking of confidentiality from that person.
- 13.4.** Where a Certification Body or Auditor is required by law to disclose information obtained from an Egg Business, the Certification Body or Auditor must, immediately on becoming aware of that requirement, inform the ESA Program Manager and the Egg Business of the required disclosure.

14. Records

- 14.1.** Egg Businesses acknowledge and agree that each Certification Body maintains comprehensive records which record the carrying out by the Auditor of the audit activities.
- 14.2.** These records:
 - i. Demonstrate that the activities have been carried out in accordance with these rules;
 - ii. Contain complete assessment reports for each ESA certified Site, prepared immediately following each Audit of that Site; and
 - iii. Be identified, managed, maintained and disposed of in a manner which ensures the confidentiality of the information contained in them.
- 14.3.** The records are maintained by the Certification Body and/or Auditor for at least 7 years.

15. Convictions and regulatory sanctions

- 15.1.** In order to be eligible for ESA registration, an Egg Business must not have had any convictions against it in the five years immediately prior to that Egg Business making an application to be ESA certified.
- 15.2.** An Egg Business registering for ESA must notify the ESA Program Manager of any convictions brought against it in the five years immediately prior to that Egg Business making an application to be ESA certified.
- 15.3.** If an Egg Business that is ESA certified, receives a conviction against it while it is ESA certified, it must notify the ESA Program Manager in writing within 28 days of receiving the conviction. The ESA Program Manager will suspend the certification of any ESA certified Egg Business that receives a conviction against it. The Egg Business will be suspended for a minimum of 5 years.
- 15.4.** Any false or misleading information about previous or current convictions will result in the immediate suspension of an ESA certification. Australian Eggs reserves its right to take any further action it deems appropriate against any Egg Business that provides false or misleading information about previous or current convictions or any ESA certified Egg Business that does not advise the ESA Program Manager of a conviction within 28 days of receiving that conviction.

16. Communication

- 16.1.** Participating Egg Businesses may request ESA certification details including current certificates; ESA documents; resources and program updates from the ESA Program Manager at any time.
- 16.2.** ESA Program updates and changes will be communicated to participating Egg Business via the ESA Program Manager's website; email; newsletters or other forms of communication as required.

17. Use of the ESA logo and artwork

- 17.1.** The ESA on-pack insignia is permitted to be used on consumer-level egg packaging where eggs (whole eggs, whole egg products or egg-based products where the majority of the ingredients are egg) have been packed in a certified ESA Grading and Packing site or Grading and Packing Site certified to a grading and packing scheme recognised under ESA.
- 17.2.** In order to use the ESA on-pack insignia the Egg Business must:
 - i. Register to use the on-pack insignia;
 - ii. Only use the ESA on-pack insignia in accordance with the ESA insignia style guide specifications; and
 - iii. Comply at all times with the Rules.
- 17.3.** Only the ESA insignia is to be used on retail egg packaging. The ESA name, certification logo or corporate logo may be used on pallets and trade level packaging. Only the ESA insignia is to be used on retail egg packaging. The ESA name, certification logo or corporate logo may be used on pallets and trade level packaging.
- 17.4.** The ESA name, on-pack insignia, corporate logo, or certification insignia must not be misrepresented or used in any manner that could be misconstrued, undermine the integrity of ESA or may be defamatory to Australian Eggs or the egg industry.
- 17.5.** An Egg Business must immediately cease using the ESA name, corporate insignia, and certification insignia if its certification has expired, been suspended, cancelled, withdrawn or has been in certification pending for more than 28 days.
- 17.6.** Egg Businesses acknowledge and agree that Certification Bodies are requested to advise the ESA Program Manager if they are aware of an Egg Businesses in breach of the above clauses.
- 17.7.** Egg Businesses found in breach of any of the above clauses (1. to 6.) will receive a written warning from ESA and be required to rectify the breach within 30 working days.
 - i. If rectification does not take place within 30 working days and no alternative course of action is agreed upon between ESA and the site, the site will be cancelled from the ESA program effective immediately.

18. Use of information

- 18.1.** Each Egg Business acknowledges and agrees that Australian Eggs or the ESA Program Manager may disclose information concerning the Egg Business to any government authority for any lawful purpose and otherwise as required by law.
- 18.2.** Certain information handled by the ESA Program Manager may be personal information, as defined in the Privacy Act 1988 (Cth). Personal information obtained by the ESA Program Manager is handled in accordance with the AUS -MEAT Privacy Policy.

19. Liability and indemnity

- 19.1.** In no event will Australian Eggs or the ESA Program Manager be liable to an Egg Business for indirect loss, damage, cost or expense.
- 19.2.** The Egg Business acknowledges and agrees that Australian Eggs is not party to the contract and that an Egg Business must enter into a contract with its nominated Certification Body for the conduct and reporting of an ESA audit.
- 19.3.** The Egg Business indemnifies Australian Eggs, its officers, employees and agents against all damages, losses, costs and expenses incurred by any of them arising out of any non-compliance with these rules except to the extent such damages, losses, costs and expenses were caused by Australian Eggs, its officers, employees or agents.

20. Governing law and jurisdiction

- 20.1.** The agreement evidenced by these rules is governed and must be construed with the laws of New South Wales.