

# Meat Standards Australia™

## Standards Manual

### Section 10: Brand Owners



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## **1 Introduction**

The Meat Standard Australia (MSA) Standards Manual is divided into a number of sections. Each section is a standalone document that is issued and amended independently of each other section.

Australian Meat Industry Language and Standards Committee (AMILSC) are custodians of the Meat Standards Australia (MSA) Standards (refer to Section 1: Foreword and Introduction, page 3)

This section outlines the Brand Owner requirements for MSA.

All sections of the Meat Standard Australia (MSA) Standards Manual must be used collectively. Certain sections may not be applicable for a specific business, operation, facility or activity. It is the user's responsibility to determine and justify why a sections does not apply.

### **1.1 Instructions for control of this document**

This Standards Manual, available online from MSA, is a controlled document.

Updates to this Standard will occur from time to time. All printed and saved copies are uncontrolled and may not be the latest version.

### **1.2 Owner confirmation**

The owner or controller, as registered with the Authorised Authority, shall be informed of any updates relating to the information contained in this Standard. Attached to any updates regarding this Standard will be a form for notification of changes to the owner or controller of the Standard.

### **1.3 Amendments and updates**

Amendments to this standard will be issued by way of a formal amendment notification where required.

## 1.4 Document control confirmation

### CHANGE HISTORY

Date	Change Description	Author	Issue No:
3 <sup>rd</sup> May 2013	Initial Draft	Janine Lau	0.1
18 <sup>th</sup> July 2013	Second Draft	Janine Lau	0.2
03 <sup>rd</sup> September 2013	Third Draft	Alana McEwan Brown	0.3
27 <sup>th</sup> November 2013	Initial Release	Janine Lau	1.0
25 <sup>th</sup> November 2015	Update to 10.1 MSA minimum requirements and responsibilities to update in line with Trademark Usage Guide and changes to brand License T&Cs(Feb 2015) Insert of new 10.2 for use of MSA Trademark in international markets Re-numbering of all existing sections of standard	Alana McEwan Brown	2.0

## 10 Brand Owners

### 10.1 MSA Minimum requirements and responsibilities

Brand owners must adhere to the following minimum requirements and responsibilities:

- a) The Enterprise must use a MSA Licensed Enterprise to process or value add product.
- b) Plant Boning Run information specific to the Brand Owner must be supplied to the Processor and/or Independent Boning Room or Value Adder.
- c) All product marketed under the licensed Brand Trade Marks must come from carcasses that have met the MSA minimum requirements as per the MSA Standards Manual.
- d) Where the brand is applying the MSA Trade Mark on pre-printed packaging, such as cartons or primal packaging, all product marketed under the Brand Trade Mark must be MSA Certified Product and identified in accordance with the MSA Standards Manual including relevant eating quality labelling information.
- e) Where the Brand carton or primal packaging does not include a pre-printed MSA Trademark but is being marketed/on sold as MSA Certified Product, it must be identified in accordance with the MSA Standards Manual, including relevant primal identification and eating quality labelling information.
- f) Where the MSA Trade Mark has been applied to an MSA Eligible cut marketed under the licensed Brand Trade Mark, the cut must always be MSA Certified Product and identified in accordance with the MSA Standards. The same cut cannot be marketed as Non MSA under the licensed Brand Trade Marks.
- g) Where a non MSA eligible cut is marketed under the licensed Brand Trade Mark, the MSA Trade Mark must not be applied to packaging in any way, including but not limited to Cartons, pre-printed bags, inserts, and carton end panels.
- h) Use of the MSA Trade Mark within brand marketing material is to be in accordance with the MSA Trade Mark Usage Guide and approved by MLA.

### 10.2 Use of MSA Trade Mark outside of Australia

MSA licensed brands with approved supply chains nominated on the license agreement, are granted permission to use the MSA Trade Mark only in conjunction with their Brand Trade Marks on printed marketing and labelling materials in areas outside of Australia.

These materials must be submitted to MLA for approval prior to printing and are subject to approval of materials and Brand Licence Agreement

### 10.3 Product receipt

Where the Brand Owner purchases product to market under the Brand Trade Mark, they must purchase MSA Certified Product only from wholesalers or processors Licensed to use the Trade Mark.

The Brand Owner must ensure that all MSA Certified Product received is accompanied by Authenticating Documentation identifying the eating quality outcomes of the MSA Certified Product. In addition the invoice must include the MSA licence number as required under these Standards.

## 10.4 Dispatch / sale

Where the Brand Owner is responsible for the sale and invoicing of MSA products, they must ensure Authenticating Documentation identifying the eating quality outcome accompanies the product.

If the enterprise is not distinguishing between eating quality outcomes, for example MSA 3, 4 or 5, the Authenticating Documentation must still state MSA or MSA Graded and product description.

Where Authenticating Documentation is lost or damaged, product must not be sold as MSA Product.

Where MSA primals are sold to an MSA Supplier, Authenticating Documentation must be supplied with the product together with details of the appropriate cook method for the grade and ageing requirements.

Where MSA Product is on-sold to an Enterprise which is not a MSA Licensee, it must not be sold as MSA Product.

See Section 8.17.6 for examples of invoices with MSA product.