

# THE MEMBER ANALYSTS SCHEME

## 1. FOSFA CONTRACTS - THE ANALYSTS CLAUSE

The Federation's contracts are governed by an Analysts Clause which states that "Reference in the contract to analysts shall mean analysts who are members of FOSFA International. The use of member analysts shall be mandatory except where the contract or national laws or regulations require the use of Government or other analysts". Thus, FOSFA members in the international trade have always relied upon a worldwide network of fully independent Member Analysts to provide accurate and up-to-date contractual analysis certificates on traded parcels of oils and fats and cargoes of oilseeds.

## 2. TERMS AND CONDITIONS OF MEMBERSHIP

Analyst members (Full Analyst Members or Associate Analyst Members) shall be laboratories or analysts not associated with any company, firm or organisation engaged in the trade in Federation commodities and restricted to laboratories or analysts recognised by the Federation for the purposes of analyses carried out under the terms of the Federation's contracts.

The Technical Committee will decide into which category of analyst membership an applicant laboratory shall be placed. Analysts cannot be recognised under any other category of membership except superintendent membership and any analyst wishing to apply for accreditation as a superintendent must do so on a separate basis.

Analyst members or their representatives shall have the right to attend Section Annual Meetings and General Meetings of the Federation. Each analyst member has the right to one vote at such meetings. They shall have the right to nominate as many representatives as they wish, but only one shall be included in the basic subscription.

## 3. STRUCTURE OF THE SCHEME

The FOSFA Standard Contractual Methods of Analysis are for use by Analysts accredited by the Federation when conducting contractual analysis on FOSFA contracts. The FOSFA Standard Contractual Methods of Sampling are for use by Superintendents accredited by the Federation when conducting contractual supervision on FOSFA contracts.

The FOSFA Technical Manual (Standard Contractual Methods of Analysis) is for use by Members whenever a particular commodity is to be sampled or tested. The relevant section in the Manual gives the appropriate FOSFA method to be used by an analyst who is accredited by the Federation to undertake the required analysis. The category of Membership (Full Analyst Members or Associate Analyst Members) and the declared analytical capabilities of Analyst Members are published on the FOSFA Website. In both of the Federation's commodity sections, each category of Member Analyst is accredited as being able to conduct particular standard contractual methods of analysis. In each section, all contractual analysis tests have been classified by the Technical Committee as either Mandatory or Optional.

**Mandatory Tests** are defined as those contractual analysis tests that all Member Analysts in a particular category are required by the Federation to be able to conduct at any time as a condition of their membership. The Federation reserves the right to require the accredited Member Analyst to demonstrate competence in any or all of the tests.

**Optional Tests** are defined as those contractual analysis tests that a Full Analyst Member has declared to the Federation that they are capable of conducting at any time as a condition of their membership. The Federation reserves the right to require the accredited Member Analyst to demonstrate competence in any or all of his declared tests. FOSFA Associated Analysts are not authorised to conduct any of the

optional contractual analysis tests, with the exception of Determination of Lovibond colour and Determination of melting point in open capillary tubes (slip point) (Oils and Fats Section).

The Member Analysts Scheme has two categories of members, namely

- a. **Full Analyst Member (L1)**
- b. **Associate Analyst Member (L2)**

Full Analyst Member (L1): This category of analyst is required to be able to perform ALL the Mandatory Tests for oils and fats and oilseeds (as laid down in the FOSFA Technical Manual), depending on their section accreditation. They may also seek to be recognised/accredited for all or any of the Optional Tests for oils and fats and oilseeds (as laid down in the FOSFA Technical Manual).

Associate Analyst Member (L2): This category of analyst is restricted in their accreditation to perform only the appropriate mandatory FOSFA contractual analyses (with the exception of Determination of Lovibond colour and Determination of melting point in open capillary tubes (slip point) for Oils and Fats accredited laboratories). The authorised contractual analyses for each section (oils and fats and oilseeds) are laid down in the FOSFA Technical Manual.

The up-to-date category of every Member Analyst can be checked either by visiting the FOSFA Website ([www.fosfa.org](http://www.fosfa.org)) or by consulting the staff at the Federation's offices.

### 3. APPLICATIONS FOR MEMBERSHIP OF THE SCHEME

Applicants may apply for membership in one or more of the commodity sections, namely, the Oilseeds Section and the Oils and Fats Section. On admission to membership, the sections in which they are recognised will be published on the FOSFA Website.

Applicants must be proposed by a trading member and seconded by either a trading member or a full broker member of the Federation. Circumstances may arise, however, when an applicant is seconded by a national trade association, liaison office or officer, government marketing authority or kindred association. As and when this situation arises, the Federation will consider each application on an individual basis.

Analyst members must agree to have an up-to-date and fully amended copy of the FOSFA Technical Manual (Standard Contractual Methods of Analysis) in their reference library and subscribe to its Amendment Service. They must agree to maintain, as a minimum requirement, all the laboratory equipment required for the methods for which they are accredited and appropriate to the two categories of Member Analysts in each section (Full Analyst and Associate Analyst Members).

Analyst members must agree to participate in all performance and accreditation tests in the Federation's annual programme for the commodities for which they are recognised, including an initial demonstration of competence (at their own expense) prior to admission to membership.

### 4. SUBSCRIPTIONS

An annual subscription is payable and subscription rates are governed by the Council of the Federation. The Council has approved an early payment subscription discount scheme in which member analysts may participate. However, if the annual subscription payment has not reached the Federation's bank account by 31 March each year, membership will be put under review and may result in suspension, thereby

removing the ability to issue FOSFA contractual analysis certificates. As it is the Federation's wish to avoid such circumstances occurring, prompt payment is advised.

Analyst members are also entitled to such discounts as the Council shall, from time to time, determine on services provided by the Federation.

#### 6. ANALYSIS CERTIFICATES UNDER FOSFA CONTRACTS

Member Analysts complying with their Terms and Conditions of membership are permitted to issue analysis certificates relating to FOSFA contracts. The analysis certificate should only state matters of analytical fact and not opinions. Such a certificate shall carry a FOSFA analysis seal to show the contracting parties that the analysis to which it relates has been carried out by a Member Analyst using FOSFA approved methods. If the analyst has been asked to express an opinion, then this should form part of a separate statement and should not carry a FOSFA seal.

**Contractual Analyses:** Where a contract requires the shipping analysis certificate appropriate to a commodity from the country of origin, such a certificate shall be issued by a Full Analyst Member or Associate Analyst Member and shall carry a FOSFA analysis seal.

**Analysis Certificates/Government Agencies:** Where a contract requires an analysis certificate to be issued by a government agency in a country of shipment, such a certificate will NOT carry a FOSFA analysis seal but will be accepted as an official analysis certificate in case of dispute.

Other than the exception stated above, if an analysis certificate does not carry a FOSFA analysis seal and an authorised signature, it may be considered non-contractual.

#### 7. MONITORING OF STANDARDS OF LABORATORY PERFORMANCE

The Federation monitors the standards of its Member Analysts in the following ways

- a. An annual self-audit questionnaire to be completed by each Member Analyst to confirm their status and capabilities.
- b. A performance and accreditation test programme (Mandatory/Optional Tests) in which Member Analysts are required to participate. The exact scope of each test is decided by the Committee and may require analysts to complete an additional questionnaire.
- c. Technical visits to both applicants and existing Member Analysts as appropriate.

#### 8. POWERS OF THE COUNCIL

The Council has the authority to suspend or terminate the membership of any Member Analyst and requires that they accept that they may be called upon to demonstrate competence at their own expense at any time. The Council has empowered the Technical Committee to monitor the performance of analysts on their behalf and, from time to time, make recommendations to them.

#### 9. COMPLAINTS AGAINST MEMBER ANALYSTS

The Council of FOSFA has directed that the Member Analysts Scheme be administered through the Technical Committee and be subject to a complaints procedure in the event of a complaint arising between principals and scheme members.

**Complaints Procedure:** A complaint must be made in writing, in the first instance, on headed company notepaper by an official representative of the company or organisation initiating the complaint. An urgent complaint may be investigated at once by an independent agent approved by the parties concerned and the facts transmitted to FOSFA.

If the Federation requires it, the Member Analyst shall provide copies of all relevant contractual documents. All complaints will be treated as confidential and the documentation will be kept under conditions of restricted access.

Where a complaint involves analysis or an analytical discrepancy, the complainant must immediately instruct the analyst to send the relevant samples to the Federation's consultant chemist for safekeeping, pending further instructions as to analysis or disposal. In notifying the respondent of the complaint, the Federation will request the respondent to likewise instruct their analyst or superintendent to send their relevant samples to the nominated consultant chemist.

Establishment of a Complaints Panel: A Complaints Panel will be convened and will make its findings known to the Technical Committee, in the first instance, which may then make a recommendation to the Council. A complaint may be dismissed by the Complaints Panel if, in the opinion of the Panel, there is no case to answer. The Panel for each case will comprise of the Chairman and/or Vice Chairman of the Technical Committee, a representative from the section concerned (commercial or technical, who is a member of the Technical Committee) and the Technical Manager.

Time Limits: As a guide, there are time limits for lodging a complaint. Parties making a complaint have 28 days from the arrival of the shipment to make an initial complaint and 40 days to provide the Federation with complete case details. The Federation will inform the respondent member as soon as the initial complaint has been received. The respondent member will have 40 days to provide a full written response from the date of receiving the complaint.

Treatment of Complaints - Malaysia: Special arrangements have been developed with the MPOB, whereby they will be invited to assist the Federation's investigation process should a complaint arise against one of their licensed analysts.

# TERMS AND CONDITIONS OF MEMBERSHIP

## ALL ANALYST MEMBERS

The following are the terms and conditions of membership to which ALL Analyst Members of the Federation must agree –

- a. To abide by the rules and regulations of the Federation, as amended from time to time.
- b. To be totally independent (with appropriate qualifications) and not associated with any company, firm or organisation engaged directly in the trade in Federation commodities.
- c. To pay an annual subscription on admission to membership and an annual subscription for every year of membership thereafter (such payment to be received by 31 March each year).
- d. To be subject to technical visits (which will be by arrangement with the analyst wherever possible) at the discretion of the Federation.
- e. To have in the laboratory all the usual, necessary and up-to-date equipment required to undertake FOSFA contractual analysis.
- f. To be in possession of a fully up-to-date and amended version of the FOSFA Technical Manual (Standard Contractual Methods of Analysis) and subscribe to its Amendment Service.
- g. To hold up-to-date standard contractual methods, such as those prepared by ISO, CEN, BSI, AOCS, etc, appropriate for the sections in which they are recognised, as required by the Technical Manual. (These methods are reviewed on a continuous basis (normally annually) with a two month lead period).
- h. To use the Standard Contractual Methods of Analysis appropriate to the commodities for which they are recognised.
- i. To conform to their own national regulations for health and safety and to follow accepted good laboratory practice.
- j. To participate in all performance and accreditation tests in the Federation's programme for the commodities for which they are recognised, including an initial demonstration of competence prior to admission to membership. (This includes taking all necessary steps to enable the timely delivery of the samples by the Service Provider for the tests).
- k. To accept that the Federation can suspend or terminate the membership of any analyst.
- l. To nominate representatives to each of the Federation's sections for which they are recognised.
- m. To complete and return promptly to the Federation, the Self-Audit Questionnaire sent to Member Analysts on an annual basis.
- n. To conform to the FOSFA rules controlling the security and issue of analysis certificates and the security of FOSFA analysis seals appropriate to the commodities for which they are recognised.

## FULL ANALYST MEMBERS

In addition to the terms and conditions of membership for ALL Analyst Members, Full Analyst Members must also agree –

- a. To satisfy the Federation that they can perform all the Mandatory Tests in the FOSFA Technical Manual (Standard Contractual Methods of Analysis) for the commodity sections for which they are recognised.
- b. To satisfy the Federation that they can perform all their stated Optional Tests in the FOSFA Technical Manual (Standard Contractual Methods of Analysis) for the commodity sections for which they are recognised.
- c. To NOT subcontract any optional methods except to other Full Analyst Member Laboratories which have notified the Secretariat of their ability to perform those optional methods, and to record such subcontracting on the certificate of analysis.
- d. To collaborate in achieving internationally accepted methods of analysis.
- e. To co-operate in research work on such terms, conditions and costings as the Technical Committee may, from time to time, determine.
- f. To conform to the Federation's rules controlling the security and issue of all analysis certificates and FOSFA analysis seals.
- g. To notify the Federation immediately if, for any reason, they are temporarily or permanently unable to continue analysis in one (or more) areas in which they are recognised, or in the event of a major change to the operation of the laboratory, such as a change of ownership, staff or equipment, new director or principal or relocation of premises, etc.

### General Conditions

FOSFA Analysts will be eligible to be a member of the Technical Committee and its sub-committees. They will NOT, however, have the right to vote upon or be present at any discussions affecting the application or professional conduct of any other FOSFA Member Analyst or Member Superintendent.

The FOSFA Technical Committee has agreed that it is good laboratory practice to retain samples for a period of three months following their analysis.

## **ASSOCIATE ANALYST MEMBERS**

In addition to the terms and conditions of membership for ALL Analyst Members, Associate Analyst Members must also agree –

- a. To satisfy the Federation, that they can perform the analysis appropriate to the contracts used for the commodities for which they are recognised.

For the analysis of Oilseeds, a FOSFA Associate Analyst Member will only be accredited for FOSFA contractual purposes as being able to perform all the following analyses –

- i. Determination of oil content.
- ii. Determination of free fatty acids on the oil.
- iii. Determination of content of impurities.
- iv. Determination of moisture and volatile matter content.

For the analysis of Animal, Vegetable and Marine Oils and Fats, a FOSFA Associate Analyst Member will only be accredited for FOSFA contractual purposes as being able to perform all the following analyses –

- i. Flashpoint limit test using Pensky-Martens closed cup flash tester.
- ii. Determination of free fatty acid content.
- iii. Determination of insoluble impurities content.
- iv. Determination of iodine value.
- v. Determination of conventional mass per volume (litre weight in air).
- vi. Determination of moisture and volatile matter content.
- vii. Determination of peroxide value – Iodometric (visual) endpoint determination.

Associate Analyst Members may determine Lovibond colour and melting point in open capillary tubes (slip point) being Optional Tests in the Oils and Fats Section.

To NOT subcontract any analyses of samples being traded on FOSFA contracts.

To notify the Federation immediately if, for any reason, they are temporarily or permanently unable to continue analysis in one (or more) areas in which they are recognised, or in the event of a major change to the operation of the laboratory, such as a change of ownership, staff or equipment, new director or principal or relocation of premises, etc.

### General Condition

The FOSFA Technical Committee has agreed that it is good laboratory practice to retain samples for a period of three months following their analysis.