

THE MEMBER SUPERINTENDENTS SCHEME

1. FOSFA CONTRACTS - THE SUPERINTENDENTS CLAUSE

The Federation's contracts include a Superintendents Clause which states that "Reference in the contract to superintendents, surveyors or representatives shall mean Member Superintendents of FOSFA International. The use of Member Superintendents shall be mandatory except where (a) the contract or national laws or regulations require the use of governmental or other agencies not recognised by FOSFA International, (b) no member superintendent/s is/are available or proximate to the port/s concerned."

2. TERMS AND CONDITIONS OF MEMBERSHIP

Superintendent members shall be restricted to independent superintendents recognised by the Federation for the purposes of superintending under the terms of FOSFA contracts. Operational superintendents cannot be recognised as such under any other category of membership.

Superintendent members or their representatives shall have the right to attend Section Annual Meetings and General Meetings of the Federation. Each superintendent member has the right to one vote at such meetings. They may be elected to the Technical Committee and any of its sub-committees but not to section or other committees but may be co-opted to them. They shall have the right to nominate as many representatives as they wish but only one shall be included in the basic subscription. They are entitled to such discounts as the Council shall, from time to time, determine on services provided by the Federation.

All reports and contractual documents relating to sampling, weighing, tank cleanliness, previous cargoes, etc, required of a superintendent shall be issued only by a recognised superintendent in the Scheme, exceptions as otherwise stated in Paragraph 1, above.

Detailed Terms and Conditions are attached.

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 section/s in which they are recognised will be published annually in the Federation's Handbook and on the Federation's website.

Applications 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/officer, government marketing authority or kindred association. As and when this situation arises, the Federation will consider each application on an individual basis.

4. ANNUAL SUBSCRIPTIONS

An annual subscription is payable on admission to membership. All subscription rates are governed by the Council of the Federation and notice is given annually of the rates. Annual subscriptions must reach the Federation's bank account prior to 31 MARCH in each renewal year. If subscriptions are not received by this date, membership will be put under review and may result in suspension, thereby removing the ability to issue FOSFA contractual certificates. As it is the Federation's wish to avoid such circumstances occurring, prompt payment is advised.

5. POWERS OF THE COUNCIL

The Council has the authority to suspend or terminate the membership of any Member Superintendent and has empowered the Technical Committee to monitor the performance of superintendents on their behalf and, from time to time, make recommendations to them.

6. COMPLAINTS AGAINST MEMBER SUPERINTENDENTS

The Council has directed that the Member Superintendents 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 Procedures: A complaint must be made, in the first instance, in writing on official 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 Superintendent 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 supervision or analytical discrepancy, the complainant must immediately instruct the superintendent to send the relevant sample/s to a nominated FOSFA 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 superintendent to send their relevant sample/s to the nominated consultant chemist.

Establishment of a Complaints Panel: A Complaints Panel will be convened and will present its findings to the Technical Committee, in the first instance, who may then make recommendations 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 is 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 an MPOB licensed superintendent.

TERMS AND CONDITIONS OF MEMBERSHIP MEMBER SUPERINTENDENTS

The following are the terms and conditions of membership of FOSFA Member Superintendents.

- a. To abide by the Rules and Regulations of the Federation, as amended from time to time.
- b. To be totally independent 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 and/or inspections at the discretion of the Federation.
- e. To be in possession of up-to-date copies of FOSFA and other international standards that have a direct relevance to the commodities for which the superintendent is recognised, as referred to in the FOSFA Technical Manual.
- f. To be equipped with the correct equipment as laid down in ISO standards and others referred to in the FOSFA Technical Manual.
- g. To be in possession of an up-to-date copy of the FOSFA Code of Practice for Member Superintendents, and to comply with it.
- h. In the case of membership of the Oils and Fats Section, to be in possession of an up-to-date copy of the FOSFA publication 'Carriage of Oils and Fats'.
- i. To conform to national health and safety regulations.
- j. To provide a 24 hour service to the trade.
- k. To agree NOT to sub-contract superintending duties to any other party other than to a FOSFA International recognised Member Superintendent in the relevant Commodity Section, but only then with the agreement of the Principals.

Note: Superintendents are advised to be in possession of the FOSFA Manual (and subscribe to its Amendment Service), as this publication contains the FOSFA contracts.