



Dedicated to
farm animal welfare

Chain of Custody Audit standard

November 2018

Standard for audit of the RSPCA Assured Product Traceability

These notes are to help all parties to understand the background and intent of the RSPCA Assured chain of custody scheme.

“Our mission is for all farm animals to be treated with compassion and respect and to have better lives by assuring animals are farmed to RSPCA welfare standards.

We will offer a higher welfare choice, raise consumer awareness and demand for RSPCA Assured products and ensure confidence and trust in the RSPCA Assured brand.”

Clive Brazier, RSPCA Assured chief executive

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Introduction

RSPCA Assured is the RSPCA's farm animal welfare assurance scheme and ethical food label.

The RSPCA Assured name and logo are the registered certification marks owned and operated by Freedom Food Ltd., a wholly-owned subsidiary of the Royal Society for the Prevention of Cruelty to Animals.

The RSPCA is a charity registered in England, Wales and Scotland and not-for-profit.

Only approved suppliers and outlets using approved suppliers may use the RSPCA Assured certification mark which is subject to traceability, artwork approvals and payment of all fees due to RSPCA Assured.

The RSPCA Assured certification marks make it easy for your customers to recognise products from animals that had a better life so they can feel confident and good about their choice. The RSPCA Assured name may not be used without the logo.

Purpose

The purpose of this audit standard document is to give consumers confidence that any products they purchase carrying the certification mark can be traced back to the farm.

RSPCA Assured assesses and approves farms, hauliers and abattoirs that meet all the RSPCA welfare standards. Processors, packers, wholesalers, distributors and all those within the foodservice and export supply chain through to the consumer must apply for scheme membership to ensure products have a full chain of custody, traceability and the fees are paid.

The RSPCA Assured name is available for use from Freedom Food Ltd under licence, subject to demonstrable full life traceability and chain of custody. It is the intellectual property of the RSPCA and Freedom Food Ltd.

The licensee must complete on an annual basis one back to farm trace and will be required to show evidence to complete one trace forward and one trace back during the audit. The annual trace back to farm will be reviewed by the auditor during the audit.

Where a third party processor/packer is used by a salmon or trout producer/owner, responsibility for the supply chain and payment of levy belongs to the producer/owner of the salmon or trout. Supply chains are one step forward and one step back. The member must complete on an annual basis one trace back to harvest station. The annual trace back to farm will be reviewed by the auditor during the audit.

RSPCA Assured is working in collaboration with the British Retail Consortium (BRC) for earned recognition and to cross reference supply chain traceability and authenticity.

Certification Marks

RSPCA is a registered trademark belonging to the RSPCA and must not be used without the prior written permission of the Society.

The RSPCA Assured name and mark are registered certification marks belonging to Freedom Food Ltd. RSPCA Assured uses the RSPCA trademark within its certification mark under licence.

The use of the RSPCA Assured certification marks to promote or sell products on dockets, invoices and marketing materials/media including websites or packaging, is strictly subject to an RSPCA Assured licence, demonstrable traceability, artwork approval and the payment of the levy.

All organisations in the RSPCA Assured supply chain across all species are required to adhere to the chain of custody requirements for the use of the RSPCA Assured certification marks and evidence full traceability of raw material and products.

Misuse of the RSPCA trademark and RSPCA Assured certification marks will be reported to Trading Standards.

Traceability

Every product sold as RSPCA Assured and bearing the label or certification mark must originate from an RSPCA Assured certified farm (the animal must have spent its entire life on RSPCA Assured farm(s)) then every link in the supply chain between farm and final consumer (or point where the food is contained in CRTEP*) must have valid RSPCA Assured certification.

It is a requirement that RSPCA Assured licence-holders show due diligence to ensure the authenticity of products sold bearing the RSPCA Assured name or mark. RSPCA Assured reserves the right to request samples of raw material or processed meat, fish, dairy, egg products for further authenticity analysis.

*consumer-ready tamper evident packaging

Chain of custody

To ensure the integrity of the scheme, each link in the supply chain between farm and consumer must have RSPCA Assured certification. All RSPCA Assured licensees are responsible for their supply chain one step forward and one back. The licensee numbers must be used on all transactional documentations entering and leaving the site and provided as proof of purchase and sale on request by RSPCA Assured or their authorised representatives. There must be clear segregation of raw material/products.

If one organisation handling or owning the product breaks the chain of custody (CoC) by not holding their own, valid, RSPCA Assured licence then the product can never be sold or used as an RSPCA Assured product.

RSPCA Assured will cross-reference and check all supply chain information. Lack of transparency may result in the cancellation of your licence.

All raw materials and incoming products sourced as RSPCA Assured must be from an RSPCA Assured licenced supplier. Proof of purchase – i.e. a supplier's RSPCA Assured licence number, procurement and purchasing documentation and purchase invoice must be evident.

All finished products sold as RSPCA Assured/with the logo), the quantities, and customers must be documented on the levy return.

Please see our client confidentiality information: berspcaassured.org.uk/licensees.

It is the RSPCA Assured licence-holder's responsibility to notify their customers of the chain of custody requirements: all organisations handling the food must be CoC holders if they wish to sell or market products as RSPCA Assured. Any use of the RSPCA Assured name/mark must be submitted for artwork approval to artwork@rspcaassured.org.uk.

Management systems

Any organisation wishing to handle RSPCA Assured materials and products is welcome to apply for a licence from RSPCA Assured. Processing premises will have a valid current local authority EU approval number (in oval shape).

RSPCA Assured licensees who have other third party certification may be benefited so please inform your certification body (CB)/auditor at the earliest stage if you have BRC, IFS, ISO22000, SALSA, MSC/ASC, CoC (Chain of Custody), Global G.A.P etc as you may be able to:

- Reduce the number of RSPCA Assured audit points
- Demonstrate the audit points more easily and quickly
- The RSPCA Assured CoC audit may be carried out on the same date as other audits, reducing time and cost (if audits are by the same CB, and as appropriate).

Labelling/packaging

Licensees must maintain an up-to-date **list of RSPCA Assured products** made exclusively from RSPCA Assured raw materials and labelled or marked as RSPCA Assured on despatch notes, intake sheets, sales and purchase invoices and packaging labels, when sold, either business-to-business or in consumer-ready tamper evident packaging (CRTEP). The letters 'RA' on a label will be acceptable where the words RSPCA Assured will not fit.

Licensees must record **quantities** of each type of RSPCA Assured product made and be made available to RSPCA Assured or its representatives on request.

Any use of the RSPCA Assured certification marks must be sent through for **artwork approval** to **artwork@rspcaassured.org.uk**.

Any product not sold as RSPCA Assured cannot be claimed as RSPCA Assured further down the chain.

Licence

If you or your customer wishes to sell or market a product as RSPCA Assured you must be a member of the scheme and adhere to its requirements including holding an RSPCA Assured licence.

All licensees must complete and return the traceability proforma with supporting information as requested – typically on a bi-annual basis – providing full, accurate and transparent information.

All licensees must submit the required quarterly (or monthly) levy returns, and the payment of the fees as part of the licence agreement.

All licensees of the scheme are required to submit to an annual audit by RSPCA Assured or its representatives (e.g. Acoura, NSF) as required. Failure to submit to an audit, rectify and evidence a non-conformance or to allow testing of incoming raw material or finished products, by or on behalf of RSPCA Assured may result in the cancellation of the RSPCA Assured licence.

A licensee will not remain on the scheme indefinitely if they are not selling or producing any RSPCA Assured product. RSPCA Assured will review on a quarterly basis and may, if the need arises, mark the licence inactive until such time as the site begins to produce or sell RSPCA Assured product and pay any fees due. If a licensee decides to start selling or producing RSPCA Assured products again a licence can be reactivated in one to two normal business days, subject to the payment of any fees due to RSPCA Assured. If you wish to reactivate a licence, please contact licence@rspcaassured.org.uk.

Artwork

Any use of the RSPCA Assured certification marks on packaging or websites must be sent through to **artwork@rspcaassured.org.uk** at draft stage for marketing approval and documentation.

Levy

A levy is payable on all products identified as RSPCA Assured through the use of the name/mark on websites/documentation/point of sale/product packaging.

Fish (meat or poultry) processors who outsource processing/packing to third parties or transport head on gutted (HOG) product as 'To Be Advised' (TBA) MUST cross reference the product sold with their sales teams. Full, accurate and transparent sales information of any product identified as RSPCA Assured must be recorded and the levy paid.

Levy return form

Licensees must submit a return form to RSPCA Assured at a minimum quarterly (or if wished monthly) detailing the:

- RSPCA Assured products, values and volumes.
- Quantities of each produced.
- Customers – retail, foodservice and export.
- New products added to the list and date.
- Products delisted and date of last sale (as RSPCA Assured).
- List of products containing RSPCA Assured ingredient, with quantity (or %) by weight (backed up by yield/conversion ratios/losses and gains in weight data (see M8 and M9).

RSPCA Assured reserves the right to charge an administration fee of £25 for each levy return form that arrives late (more than 3 working days after the due date).

Failure to submit levy return forms with correct and complete information will result in the cancellation of your licence.

Levy must be paid by all processors and manufacturers (unless advised otherwise by RSPCA Assured, in writing) quarterly (or monthly if preferred) according to the rate set for the species and products/quantities purchased/sold.

The levy must be paid on time (business terms are 30 days for payment). Late payment will result in RSPCA Assured:

- Cancelling your licence and/or membership.
- Informing your RSPCA Assured customers of this action.
- Informing Trading Standards.

The levy is due on any brands underpinned by RSPCA Assured certification.

RSPCA Assured reserves the right to charge the levy on:-

- any arrears or due to any past errors in reporting.
- any own brand RSPCA Assured products sold [from the date of signing the licence agreement].
- production/purchase of RSPCA Assured raw material where levy is unpaid on product sold.

RSPCA Assured retains the right to cancel the licence of any licensee who undermines the traceability of RSPCA Assured products or brings the scheme into disrepute.

RSPCA Assured reserves the right to cancel or suspend the licence of any company that does not sell/ceases to sell RSPCA Assured product.

Section 1 – Control of raw materials:

Licensees

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- R1** Licensees must ensure that all RSPCA Assured animal derived raw food materials are **purchased from RSPCA Assured farms** or from **RSPCA Assured chain of custody suppliers** (all food items that will be sold as RSPCA Assured).
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- R2** Licensees must ensure all RSPCA Assured suppliers have **RSPCA Assured licences valid** at the time of purchase of the raw materials.
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- R3** Licensees must ensure the raw materials purchased are **labelled** as RSPCA Assured, including the supplier's licence number or EU approved number (as appropriate).
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- R4** Licensees must ensure the purchase invoice/documentation received from their supplier, states the specific batch is RSPCA Assured with their **farm or COC licence number** (or relates to this specific batch in referenced documents).
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- R5** Licensees must maintain an up-to-date **list of their RSPCA Assured suppliers** with their RSPCA licence numbers; and inform RSPCA Assured if they purchase from a new supplier or any suppliers are delisted within 10 days.
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- R6** In the event of a lack of supply of licensed raw materials, (or in the event of doubt) licensees must process and sell the products as non RSPCA Assured.
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- R7** Licensees are obliged to notify their customers of the requirements for the use of the RSPCA Assured certification marks by providing the '**Obligations**' leaflet with raw material/products.
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- R8** Licensees must have a procedure, process, work instruction and training to effectively **check the incoming raw materials** are correct RSPCA Assured items from correct RSPCA Assured suppliers and that the RSPCA Assured supplier licence is valid at the date of purchase.

To check a supplier has a valid licence, please contact RSPCA Assured office at 01403 800141 or help@rspcaassured.org.uk. You will need to provide the RSPCA Assured membership or licence number of the member you are checking in order for your enquiry to be processed.

Cold Stores – from March 2019

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- R9** **Cold Stores** who do not own the food raw materials also need an RSPCA Assured licence in order to handle and process food items that will be sold as RSPCA Assured.
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Contractors/traders

- R10** **Contract processors** who do not own the food raw materials also need an RSPCA Assured licence in order to handle and process food items that will be sold as RSPCA Assured.
- R11** **Traders** who own but do not handle or possess the RSPCA Assured materials or products are required to be members of RSPCA Assured and to complete an annual return of purchases and sales of RSPCA items and quantities.
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Wholesalers/Export

- R12** **Wholesalers** who do not own the food raw materials also need an RSPCA Assured licence in order to handle and process food items that will be sold as RSPCA Assured.
- R13** **Exporters** who do not own the food raw materials also need an RSPCA Assured licence in order to handle and process food items that will be sold as RSPCA Assured.
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Section 2 – Separation and Identification

- S1** If the licensee handles both RSPCA Assured and non RSPCA Assured food materials, there must be **clear identification** of each type and clear separation at all times. Identification may be by label, symbol, sticker, lot or batch number, prefix to code, or any reliable method.
- S2** There must be **no ‘mixing’** of non RSPCA Assured food materials with RSPCA Assured if it is to be sold as RSPCA Assured product (RSPCA Assured food may be mixed with non RSPCA Assured for an order but it must then be sold as non RSPCA Assured), unless the product artwork is approved by RSPCA Assured prior to production.
- S3** Licensee must be able to demonstrate internal traceability, separation of each batch, and **separation of RSPCA Assured from non RSPCA Assured food items at all times**, both physically in the premises, during all stages of storage, boning, cutting, processing, packing, re-work, work in progress, by-products, packaging, dispatch etc, and in documentation and records.
- S4** RSPCA Assured printed **packaging, labels**, or stickers (any logo, mark, word or claim) must be controlled and must be reconcilable with each type/number/weight of RSPCA Assured product made (for example packaging purchase, stock, use, balance with dates).
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Section 3 – Product controls

Labelling/packaging

- P1** **Label checks:** Label information for RSPCA Assured products must be checked and approved by RSPCA Assured by sending to artwork@rspcaassured.org.uk prior to printing and application to products; labelling controls must be diligent and confirm the validity of the RSPCA Assured supplier and correct batch integrity for these RSPCA Assured products (also including the processors’ RSPCA Assured licence number).
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P2 RSPCA Assured products must be **physically labelled** or marked as such on the item packaging and/or on the master carton (or, if justifiable, the wrapped pallet).

P3 RSPCA Assured products must be stated as such on the **sales invoice** to the customer, with the RSPCA Assured licence number of the producer (product item, number/quantity, and specific batch or traceable, linked information e.g packing list).

Customers

P4 Licensees must record the **customers** who purchase each RSPCA Assured product type and the quantity of each (name, address, postcode, product item, number/quantity, and specific batch or traceable, linked information e.g packing list).

P5 Licensees must inform their customers that in order to sell RSPCA Assured food products as RSPCA Assured, the customer must also have RSPCA Assured licence until the product is contained within CRTEP. (Licences must not permit customers to misuse the licensees' CoC RSPCA Assured licence, it is **not transferable**). Please see the obligations leaflet.

P6 Licensees must inform all customers of RSPCA Assured products if they intend to leave the scheme or if their licence is cancelled immediately (within 7 days). RSPCA Assured reserves the right to notify customers if this breaks the RSPCA Assured chain of custody and Trading Standards if licensee cannot prove they notified customers of termination of RSPCA Assured products.

Section 4 – Management Systems

Licensee responsibility

M1 Licensee has the responsibility to keep their **RSPCA Assured membership, licence and all contact details up to date**, to facilitate annual audits; make root cause analysis and corrective actions if any non conformance is identified, (and meet M4 records). Licensee has the responsibility to assure the identity and authenticity of RSPCA Assured auditors or representatives, before entering the premises/presenting information.

M2 If RSPCA Assured licensees have BRC certification, access to your **BRC audit report** is required as a condition of RSPCA Assured scheme membership. To enable this, please access the BRC Directory and tick the box to allow third party access for RSPCA Assured to access the report. All non compliances are required to be resolved within 28 days.

M3 Licensees must have sufficient policies, **procedures, systems, processes, work instructions, training** in place, in order to manage the RSPCA Assured chain of custody standard and requirements.

M4 Licensees must have a sufficient **document control** system to manage the documents for M1, including document update, review and control of most recent versions (at the minimum, title, file name, date, author).

- M5** Licensees must have **record keeping** system to support all aspects of the RSPCA Assured standard and requirements. Records must be: complete, continuous, up-to-date, authentic, reliable, retrievable, legible, backed up, retained for a minimum of two years, and provided to the auditor or to RSPCA Assured on request. All RSPCA Assured records (and where there are similar non RSPCA Assured materials, those records too) must be readily available for audit and for completing RSPCA Assured levy return forms (quarterly/monthly).
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- M6 Traceability:** Licensees must carry out traceability study on an RSPCA Assured finished product, a minimum once per year: trace back to valid certified farm or supplier and trace forward to all customers. Traceability should aim to be completed in 4 hours [and M4].
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- M7 Full trace:** The member must complete on an annual basis one back to farm trace and will need to complete one trace forward and one trace back during the audit. The annual trace back to farm will be reviewed by the auditor during the audit.
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- M8 Yield/conversion ratios:** Licensees must be able to demonstrate and justify the quantities of product processed from the quantities of raw materials purchased with losses and or gains justified and quantified [and M4]. Licensees must be able to demonstrate a **mass balance reconciliation** and account for 100% of an RSPCA Assured batch purchased, whether it was sold as RSPCA Assured or as non RSPCA Assured [and M4].
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- M9** Licensees should have a **named senior staff member**, manager/director as responsible for **management of RSPCA Assured standard** and all requirements.
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- M10 Non-conforming product:** There should be a procedure for dealing with food products of uncertain/mistaken RSPCA Assured status, labelling or packaging (e.g. they must be sold as non RSPCA Assured or may be quarantined until the status is confirmed in writing with verifiable documentary evidence, or they may be relabelled or repackaged).
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- M11 Packaging/labels:** Licensees must submit a sample of each type of RSPCA Assured packaging or label (preferably including the RSPCA Assured licence number) to RSPCA Assured or to its auditors, upon request and at audit (including each weight of each product type e.g RSPCA Assured smoked salmon at 100g and at 200g).
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- M12 Artwork approval:** Licensees must retain all records of RSPCA Assured communications regarding approval of RSPCA Assured logo use on packaging, labels, menus and advertising – artwork@rspcaassured.org.uk
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- M13** Licensees must allow RSPCA Assured staff or its authorised identified representatives to take **food samples** of RSPCA Assured product for analysis and comparison, if required (e.g. DNA testing).
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- M14** Marketing, advertising, claims etc made on any media (printed, written, electronic, social media, spoken video etc) regarding any RSPCA Assured products must relate and be relevant to specific products (and batches) proven to be of valid RSPCA Assured farm or CoC origin. You must have evidence to support your marketing and advertising claims in all forms of media. Part of the evidence must include the the artwork approval (M12).

Section 5 – Requirements for RSPCA Assured

Licence

- L1** Membership and/or valid licensee of RSPCA Assured is dependent upon meeting the following requirements: packaging, labels, advertising, website, social media/any media, any method of publicity, using the logo, certification mark, any claims or words suggesting food product is from RSPCA Assured farms (or similar) must only be used on food products verified from RSPCA Assured farm or supplier origin, and only subject to complete traceability and to valid RSPCA Assured licence with all return forms and fees paid up to date quarterly (or monthly, if you prefer).
- L2** Every organisation in the food chain handling or owning RSPCA Assured food materials must pay the joining fee and hold a licence if they wish to purchase RSPCA Assured 'raw' material and to sell product made from this food material as RSPCA Assured. Licensees will need to complete a quarterly return form of RSPCA Assured purchases and sales. For contract processors a return form of inputs and outputs of RSPCA Assured raw materials and products is required.

The licence carries an annual fee to RSPCA Assured and levy which is payable on quantities of food items sold with RSPCA Assured logo, or claim or words.

Licensee information and contact details must be kept up-to-date – please inform RSPCA Assured of any changes. Failure to do so can incur a non conformance at audit.

- L3** The RSPCA Assured annual fee must be paid by direct debit and will automatically renew on an annual basis.
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Claims

- L4** Consumer facing packaging and labelling: If an organisation wishes to label/package a food item to inform the **final consumer** that this is RSPCA Assured food, by use of the logo, a logo sticker, claim or any indication they are RSPCA Assured, they **MUST** have a signed licence agreement for use of the RSPCA Assured name (including Freedom Food Ltd). The Freedom Food name or logo needs to be replaced at the earliest opportunity or within 3 months, whichever is soonest.

The **licence number** issued by RSPCA Assured must be used on all documentation to support the use of the RSPCA Assured logo on all logo marked food products, and in all communications regarding RSPCA Assured food items.

This does NOT apply to business to business sales and transfers where the words RSPCA Assured may be used for **identification** of the food item, along with a traceable batch code or lot number etc (separating it from non RSPCA Assured food items).

Other organisations in the food chain must all be members of the scheme and provide full traceability information on request to RSPCA Assured, if any claims made.

Trout and Scottish salmon licensees only – COC requirements

SL1 Where a third party processor/packer is used by a salmon or trout producer/owner, responsibility for the supply chain and payment of levy belongs to the producer/owner of the salmon or trout. Supply chains are one step forward and one step back.

Full trace: The member must complete on an annual basis one trace back to harvest station. The annual trace back to farm will be reviewed by the auditor during the audit.

SL2 A mass balance of volume harvested and labelled and sold as RSPCA Assured must be made available for audit. Any product not sold as RSPCA Assured cannot be claimed as RSPCA Assured further down the chain.

SL3 The levy for trout and salmon is paid at source for the whole supply chain and is calculated on the weight of head on gutted (HOG) trout and salmon from 100% RSPCA Assured farms, through the harvest packing station, i.e. where the salmon is killed, gutted and packed in ice.

SL4 To encourage full traceability of the product and CoC the RSPCA Assured certification marks must be used to identify the product throughout the supply chain through to consumer. If the CoC is broken the product cannot be RSPCA Assured further down the chain.

SL5 Where a contract processor is used **the levy shall be paid by the owner of the fish.** This levy would be due to RSPCA Assured for salmon identified/sold/labelled/invoiced as RSPCA Assured.

SL6 Further down the supply chain, a licence agreement will be required for any further use of RSPCA Assured on food products identified/sold/labelled/invoiced as RSPCA Assured on fresh counters, customer facing packaging or catering packs.

SL7 RSPCA Assured product must be clearly identified on all product, sales, purchase and invoicing documents. The use of codes to identify such product without using the full RSPCA Assured name will still incur the levy.

SL8 Volumes sold and purchased must be clearly identified and will be used to cross-reference to ensure the correct levy.

Section 6 – Leaving the scheme

Your Responsibilities

- LS1** Leaving the RSPCA Assured scheme: to leave the scheme please contact RSPCA Assured in writing, preferably by email, to ensure you receive and record an acknowledgment and give a minimum of 3 months notice.
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- LS2** Leaving the RSPCA Assured scheme: your customers receiving RSPCA Assured food items must be notified in writing, preferably by email, with the date of last sale of RSPCA Assured food. Ensure you receive and record an acknowledgement.
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- LS3** Leaving the RSPCA Assured scheme: you are responsible to pay outstanding moneys due.
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Section 7 – Sanctions

Requirements

You will be charged:

SN1 The full cost of an audit if it is cancelled after the booking has been accepted/late notice within 7 days.

SN2 Any travel/accommodation costs that have been incurred if an audit is cancelled after the booking has been accepted/ late notice.

Your licence may be cancelled or suspended if:

SN3 You fail to submit to an annual audit or to allow testing of incoming raw material or finished products, by or on behalf of RSPCA Assured. This may result in the cancellation of the RSPCA Assured licence.

SN4 You break the CoC or show a lack of transparency or traceability in your supply chain.

SN5 There is no RSPCA Assured product throughput at the site or levy paid by the licensee.

SN6 If you fail to submit a levy return form on a quarterly/monthly basis as requested. This will also incur a £25 administration fee.

SN7 The invoices are not paid.

Misuse of the RSPCA Assured certification marks will be reported to Trading Standards.

RSPCA Assured reserves the right to amend these chain of custody standards as necessary.

With thanks to:



Lloyd's
Register



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