



**ICEA**  
M.RCCOSMOS 01

**COSMOS**  
**CERTIFICATION CONTRACT**  
Ed.00 Rev.01 del 29.10.2019

The undersigned \_\_\_\_\_

Born in \_\_\_\_\_ Prov. \_\_\_\_\_ (date) \_\_\_\_\_

Tax code/ID \_\_\_\_\_

Legal representative of the company \_\_\_\_\_

With legal office in \_\_\_\_\_ N. \_\_\_\_\_

City \_\_\_\_\_ Country \_\_\_\_\_

VAT Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Mobile \_\_\_\_\_

Web \_\_\_\_\_ Mail1 \_\_\_\_\_

Mail2 \_\_\_\_\_

*Any changes in the email must be communicated opportunely to ICEA*

**REQUESTS TO ICEA the following services**  
*(flag the letter/s and box/es of interest)*

**A**



**COSMOS COSMOS**  
**NATURAL ORGANIC**



**COSMOS**  
**CERTIFIED**

**Conformity Certificate to COSMOS standards** ([www.cosmos-standard.org](http://www.cosmos-standard.org))

**Voluntary system permitting the use of the related certification mark ICEA COSMOS ORGANIC**

*The undersigned declares that he/she knows and undertakes to observe, from today, COSMOS-Standards AISBL, ICEA Regulation for Voluntary Certification RC.COSMOS*

**B**



**COSMOS**  
**APPROVED**

**Control of documentary assessment** related to the production processes of raw materials/ingredients, useful to the issuance of the Conformity Statement to COSMOS-Standard AISBL and to the publication of the list in the Website.

### Involved in the activity of:

- |  |   |
|--|---|
| <input type="checkbox"/> PRODUCER      | <input type="checkbox"/> RAW MATERIALS PRODUCER |
| <input type="checkbox"/> SUBCONTRACTOR | <input type="checkbox"/> OUT SOURCER            |

## CONTRACTUAL CONDITIONS FOR THE SUPPLY OF THE AFORE MENTIONED SERVICES

### 1 GENERAL CONDITIONS

1.1 The procedures for the supply of control and certification services by ICEA and likewise, the OPERATOR's obligations are stated in ICEA's Certification Regulations concerned the services required (see table below), hereafter referred to as "**Certification Regulations**", in the version updated from time to time, which is part of the hereby contract.

Services	Certification Regulation Code	Standards Code
COSMOS Organic	RC.COSMOS	COSMOS Standard
COSMOS Natural	RC.COSMOS	COSMOS Standard

- 1.2 By signing the hereby services application and contract, the operator declares to have received a copy and accepted all parts of the Certification Regulation and in force List of Fees.
- 1.3 In addition, the operator declares the conformity to the obligatory regulations related to the activities and products developed in the field of application of the requested certification.
- 1.4 The conditions of the hereby contract may be modified only through written document and with the agreement of the concerned parties, except for eventual price variation and therefore of the fee list as well as the control activity development modalities ruled in the applicable ICEA Regulation of Certification.
- 1.5 The communications by registered letter may be replaced by certified email in the case the Operator accepts expressly this communication modality, providing his/her PEC address and/or use the free PEC inbox given by ICEA.

### 2. OPERATOR'S CONTRACTUAL OBLIGATIONS

By signing the hereby services application and contract the OPERATOR undertakes to:

- Carry out the activities subject to certification in compliance with the COSMOS-Standard AISBL in force and observe all the statutory provisions in force concerning the performed activities.
- To respect all the provided clauses of the ICEA applicable in force Regulations for the certification activity.
- In the starting phase of certification, to communicate eventual denied certifications or previously applied sanctions by certification bodies in the field of similar voluntary schemes certification of product.
- Allow ICEA personnel in charge and its accrediting body free access to all facilities, records, including financial records and documents considered necessary to do a proper inspection including non-organic production in the unit or related units, it may also include visits to non-organic areas if there is reason for doing so. Also allow COSMOS to follow audits if necessary or to request certification documents. Make all necessary arrangements for: 1. the conduct of the evaluation and surveillance (if required) including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel and client's subcontractor; 2. investigation of complaints; 3. the

participation of observers, if applicable.

Ensure to make claims regarding certification consistent with the scope of certification.

Do not use product certification in such a manner as to bring the certification body into disrepute and do not make any statement regarding product certification that ICEA may consider misleading or unauthorized. If copies of the certification documents are provided to others, the documents shall be reproduced in their entirety or as specified in the certification scheme. Reference to product certification in communication media such as documents, brochures or advertising, must be done in compliance with the requirements of ICEA or as specified by the certification scheme.

- e) Accept that ICEA can exchange information and documents with other authorised Certifiers, Accreditation Bodies and Cosmos to verify information, especially the certification status of certified products, as part of its ongoing evaluation and problems related to the control and certification and eventual sanctions. Inform ICEA about any other certifications and Certifier relationships that it has in the same or similar scopes as the COSMOS-standard, including other COSMOS certifications.
- f) Accept, in case of infringement of the Standard and the Certification Regulation, the sanction measures provided by applicable in force ICEA Certification Regulation.
- g) Be in compliance with any requirement that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product.
- h) Supply ICEA with all the information needed for the development of the inspection proper purposes.
- i) Inform ICEA of all changes in the activities subject to certification and the data contained in this Application (for example identification data of the operator, changes in production unit, type and composition of products, etc) and informs ICEA, without delay, of changes that may affect its ability to conform with the certification requirements.
- j) Fulfil the financial and administrative obligations connected to the activities covered by this contract, acknowledging that ICEA's services required regard the delivery of technical resources and that consequently, ICEA cannot be held responsible for not attaining the certification objectives for which ICEA carries out a functional role.
- k) Refrain from further using the certification mark, the conformity label and/or any other indication referring to ICEA inspection and certification scheme after the expiry of the certificate, scope reduction or after the revocation of authorization to use the certificate and the mark in the cases provided for in the Certification Regulations.
- l) Keep record of all complaints received concerning the certified products for a minimum period of three years.
- m) Acknowledge the website [www.icea.info](http://www.icea.info) as a valid information instrument concerning eventual changes and/or integration involved in the ICEA Intern Technical Certification Regulation.
- n) Request ICEA the confirmation of the missing communication of the fees provided for the precedent year in case the OPERATOR does not receive any written information within February 28th of every year concerning the applicable fees of the activities object of the hereby certification contract.
- o) In the case of Employers, to provide to ICEA inspectors detailed information regarding the specific risks of the place where their personnel will be destined and operate as well as concerning the prevention and emergency measures adopted in the development of their activities. Nevertheless the employer must abide by the regulation stated in the Article 26 of the Law Decree 81/2008.
- p) Verify and keep informed regarding the changes on the rules provided by the ICEA Intern Technical Certification Regulation, accepting from today that by signing below

acknowledges and accepts the entire document, without any objection. ICEA for this purpose will inform punctually and opportunely to the operators through the website [www.icea.bio](http://www.icea.bio)

- q) Inform ICEA if you do not want certification information that is reported monthly to COSMOS to be made publicly available.

### **3. ICEA'S CONTRACTUAL OBLIGATIONS**

- 3.1 Carry out the inspection and certification activities with the expertise required for such activities, complying with the certification body's rules and regulations and observing the provisions of the Certification Regulations.
- 3.2 ICEA does not assume any responsibility whenever it cannot grant the certification mark, the conformity labels and/or the other indications referring to inspection and certification schemes due to the OPERATOR's exclusive fault, whereby the OPERATOR does not meet the requirements and the obligations provided for in the Certification Regulations, and are the prerequisites for a correct inspection and certification activity, holding as valid as the contractual provisions of the ICEA Certification Regulations.
- 3.3 In accordance with ISO/IEC 17065:2012 requirements and applicable general law, ICEA undertakes to maintain as strictly confidential all personal data and any information gathered in the course of inspection activities, foreseen by Certification Regulations except where the publication, transmission or communication of data is required, by the law or by judicial proceedings.
- 3.4 Undertakes to inform the OPERATOR of any changes and/or integration involved in the Certification Regulation and Standard (DTR) through the website ([www.icea.bio](http://www.icea.bio)) which is constantly updated.

### **4 FEES AND PAYMENT TERMS (ANNEX I and II)**

- 4.1 As to the fees for services requested by ICEA under this contract, the OPERATOR shall pay ICEA the amounts specified in the Estimate or ICEA List of Fees currently in force for the activities subject to inspection and certification established by the competent ICEA Office. This List of Fees forms an integral part of this contract and shall be signed by the OPERATOR together with the contract.
- 4.2 Nevertheless, the OPERATOR is obliged to keep up with the updates on the current List of Fees whenever an inspection is made, and on changes in the provisions of ICEA Certification Regulations.
- 4.3 The payment of fees shall be made in accordance with the procedure established in ICEA List of Fees (or Estimate) in force.

### **5. VALIDITY AND DURATION – TACIT RENEWAL**

- 5.1 The hereby contract shall become effective starting from the day ICEA receives a copy of it signed by the operator.
- 5.2 This contract shall be valid until December 31 of the following year from the year of its signing. It shall be considered as tacitly renewed for the following years if no written notice of termination is sent by any of the parties. Such communications shall arrive at least thirty (30) days before the expiry of the contract.

### **6 RENUNCIATIONS AND ABROGATION OF CONTRACT**

- 6.1 The OPERATOR may surrender the certification at any time, with a communication by written notice that shows a certain date, to be sent to the ICEA local competent office .The



OPERATOR shall be however obliged to pay the flat and variable rates in addition to the anticipate expenses for the activities performed by ICEA, in accordance with the subscribed in force ICEA List of fees (or Estimate).

6.2 This contract will be considered as mutually abrogated from the moment the written notice of renunciation is relayed, holding as valid the rights of the local ICEA competent office to request the payment of fees for the activities carried out according to the above mentioned point.

## **7. EXPLICIT TERMINATION CLAUSE**

7.1 ICEA may terminate this contract and any agreements between the parties without giving prior notice in cases where the OPERATOR has not fulfilled the obligations laid down in this contract, violating the Intern Technical Regulations and the List of Fees that are part of this contract. To the solely purposes of eventual missing payment of the rate, the dissolution is recognised as a termination, and therefore the OPERATOR is obliged at this title, to pay the amount on base of the List of Fees, as stated in the point 6.1.

## **8. JURISDICTION**

8.1 The place for all disputes arising from the execution and/or interpretation and/or application of the hereby contract shall be the Court of Bologna (Italy).



**ICEA**  
M.RCCOSMOS 01

# CONTRATTO DI CERTIFICAZIONE COSMOS

Ed.00 Rev.01 del 29.10.2019

## Bank references

BANK (name) \_\_\_\_\_ **Office** \_\_\_\_\_

IBAN \_\_\_\_\_

Town and date, \_\_\_\_\_

**ICEA President**  
*Pietro Campus*

**The OPERATOR**

According to what proceed from Articles 1341 and 1342 of Italian Civil Code, the operator states that he/she has read and approve specifically the following clauses of the previous contract terms: Article 1.2 (receipt and approval of Certification Regulation and List of Fees), 1.3 (modification of the contract), 1.4 (Use PEC); article 2 (OPERATOR's contractual obligations); article 3 (ICEA contractual obligations), article 5.2 (tacit renewal); Article 6 (Renunciation and abrogation of contract); Article 7.1 (Explicit Termination clause); Article 8.1 (Jurisdiction)

**Date** \_\_\_\_\_

**Signature** \_\_\_\_\_

## Information on the use of personal data

The Institute for Ethical and Environmental Certification - Bologna informs the customer that the processing of personal data is carried out in the following ways:

- E-mail [privacy@icea.bio](mailto:privacy@icea.bio) Data Controller: ICEA - Institute for Ethical and Environmental Certification, represented by its pro tempore legal representative, at the company's registered office. E-mail [privacy@icea.bio](mailto:privacy@icea.bio)
- Purposes and methods of treatment: the processing of personal data, provided by you directly or otherwise acquired, for the sole purpose of applying the contractual obligations assumed, will take place at the registered office of the institution in accordance with the principles of necessity and relevance; the use of procedures, including computerized ones, will be in the manner and within the limits necessary to pursue the above purposes.
- Obligation to provide data: data may be communicated to financial offices, EU institutions, ministries, state offices, regional offices, data processing centres, and other related bodies, complementary or synergistic to our social activities. The provision of data is necessary for the exact fulfilment of contractual obligations; the failure to indicate data involves the impossibility of fulfilling exactly the legal obligations as well as those arising from the contract entered into.
- Subjects to whom personal data may be communicated or subjects who become aware of it: data may become disseminated, in compliance with the obligations arising from the law to our employees, who carry out on our behalf the activities mentioned above.
- Rights of the interested party: hereinafter the rights of the interested party ex EU Reg. 2016/679: Articles 15, 16, 17, 18, 19, 20, 21, 22

### **The Person in charge of the treatment of personal data**

*(Pietro Campus)*



**EU Reg. 2016/679: ex Art. 15, 16, 17, 18, 19, 20, 21, 22 - Rights of the interested party**

1. The interested party has the right to obtain confirmation of the existence or otherwise of personal data concerning the same party, even if not yet recorded, and their communication in intelligible form.

2. The interested party has the right to obtain:

- the origin of the personal data;
- the purposes and methods of processing;
- the logic applied in case of treatment with the aid of electronic instruments;
- the identification data of the holder, the managers and the representative designated pursuant to article 5, paragraph 2;
- the subjects or categories of subjects to whom the personal data may be communicated or who can learn about them as appointed representative in the territory of the State, managers or agents.

3. The interested party has the right to obtain:

- the updating, rectification or, when interested, integration of the data;
- the cancellation, transformation into anonymous form or blocking of data processed unlawfully, including data whose retention is unnecessary for the purposes for which the data were collected or subsequently processed;
- certification to the effect that the operations as per letters a) and b) have been notified, as also related to their contents, to the entities to whom or which the data were communicated or disseminated, unless this requirement proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected;
- data portability.

4. The interested party has the right to oppose, in whole or in part:

- for legitimate reasons to the processing of personal data concerning him, even if pertinent to the purpose of collection;
- to the processing of personal data concerning him/her for the purpose of sending advertising materials or direct selling or for the performance of market or commercial communication surveys

Fully informed of the characteristics of the treatment and noted that it is carried out in full compliance with EU Regulation 2016/679 and the general authorizations of the Guarantor, I give my consent to the processing of my personal data, including for their communication to third parties.

Date

Signature