

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

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

Fiscal code \_\_\_\_\_

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

With legal office in \_\_\_\_\_ Number \_\_\_\_\_

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

VAT number \_\_\_\_\_

Tel \_\_\_\_\_ Fax \_\_\_\_\_ Cell \_\_\_\_\_

Web \_\_\_\_\_ Mail \_\_\_\_\_

## Declare

- to have completed and presented to LAV the "Questionnaire not tested on animals" or the "Application form Leaping Bunny Certification" on:
- to have read and understood the terms of the Guide for the presentation of the application for Cruelty Free international / LAV certification for companies;

## Require

to the Institute for Ethical and Environmental Certification, located in via G. Brugnoli 15, 40122 - Bologna, to performe the audit for verifying compliance with the INTERNATIONAL STANDARD "Leaping Bunny Certification" by Cruelty Free International, also

## Is committed

- to comply with the contractual obligations indicated in Article 1 of this form
- to send ICEA the list of all production sites
- to notify ICEA of any changes and / or additions of production units
- to indicate the turnover threshold, if higher or lower than € 2 million, in order to establish the annual or three-year intervals of the audits to be performed
- to bear the costs for the control activity carried out by ICEA and indicated in Article 3 of this form

	<i>Name and surname</i>	<i>Telephone</i>	<i>e.mail address</i>
Referent for Leaping bunny certification			
Administration			
Other			

### Company turnover

Under 2mln euro	Over a 2mln euro

### Production sites

Company name	Performed Activity	Referent – email address

## In this regard, the parties agree that:

### **Art.1 Contractual obligations of the OPERATOR**

By signing this contract, the operator undertakes to:

- a) Send a copy of the "Not Tested Questionnaire on Animals" or the "Leaping Bunny Certification Application Form" sent to LAV
- b) Make cosmetic products according to the requirements of the Leaping Bunny Certification
- c) Provide the documentation required by the regulation to ICEA for the activity subject of this request: send to ICEA, at least 30 days before the inspection verification agreed with the technician, all the "Declarations of conformity of raw materials and ingredients" updated to current year and used in the references produced.
- d) Give free access to the personnel in charge of the controls to the places, to the registers and to the documents deemed necessary for the correct conduct of the inspection
- e) In case of serious Non-Conformity, accept that ICEA can carry out extraordinary audits in order to evaluate the effective application of the approved treatments and / or Preventive Actions. In the case of documentary deficiencies, the operator undertakes to regularize the documents and send them to ICEA within the set deadlines.
- f) Respect the economic and administrative obligations connected to the activity covered by this contract, ICEA is not responsible even if the certification will not be reached.
- g) Do not further use the Leaping Bunny logo and any references to the ICEA's control after the expiry of the certificate or following the revocation of the use authorization.
- h) Keep records of all complaints received regarding compliance with the Leaping Bunny standard.

### **Art.2 ICEA contractual obligations**

- 2.1 Carry out the control activities in compliance with the rules established for the inspection bodies.
- 2.2 Provide for the document verification by reporting any non-conformities that must be resolved by the operator. When the document verification is completed ICEA will send appropriate notice to the operator.
- 2.3 Perform the audit, after the document verification, in which the following will occur:
  - the adequacy and correctness of the documentation sent with respect to the actual situation
  - the correspondence and reliability of the functional statements reported on the label and in the presentation of the product
  - the traceability of raw materials and their suppliers
  - the effective adoption of a "Cruelty Free" policy, in line with the effective and documented International Standard
- 2.4 After completing the control process, ICEA will send the inspection report and Non-Conformity reports to the operator and to LAV that will accompany them with a technical opinion.
- 2.5 ICEA, assumes no responsibility, if it is not possible to issue the Leaping Bunny logo, the declarations of conformity, certificates and / or other references to the Leaping Bunny control, in the cases in which the operator does not fulfill the obligations established and which constitute a necessary activity for the performance of the control activity.

- 2.6 ICEA undertakes to protect and guarantee maximum confidentiality towards third parties (except for any particular legal or judicial provisions) regarding the contents of the documentation and information acquired in the course of all relations with the applicant Organization. The ICEA personnel involved in the control and certification activity undertakes to guarantee the utmost discretion in relation to the data acquired and in particular to the process and product formulation conditions.
- 2.7 The documentation acquired will be filed exclusively at the ICEA offices and access to the archives only by the competent functions that have signed the appropriate commitment to confidentiality.
- 2.8 ICEA will not disclose information and data of the Operator to third parties, other than those contained in the list of licensees, without its explicit consent.

### **Art.3 Rates and payment methods**

3.1 The OPERATOR will pay ICEA the amounts indicated below for the activities subject to control and set by the competent ICEA office.

- **factory audit fee:** € 500.00 / day / person / establishment. This amount will be invoiced upon receipt of this duly signed form.
- **document assessment:** € 3 for each raw material (the first hundred raw materials are included in the audit cost). This amount will be invoiced after the inspection has been carried out.
- **travel expenses, board and lodging incurred by the inspector** (based on the costs incurred by ICEA, mileage reimbursements € 0.50 / km). This amount will be invoiced after the inspection has been carried out based on the expenses incurred by the technician.

- **ALL RATES ARE INTENDED BY NET VAT**

3.2 Payment must be made to the current bank account n 1036710- Banca Popolare dell'Emilia Romagna Ag.5 Modena IBAN: IT 83 L 05387 12905 000001036710 in the name of ICEA - Via G. Brugnoli, 15 - 40122 BOLOGNA with the purpose of " Leaping Bunny certification – LAV".

3.3 In any case, THE OPERATOR is obliged to keep informed of the rates in force even at the time of each individual check.

3.4 The signing by the OPERATOR at the bottom of the inspection report will lead to its full knowledge and acceptance, without being able to raise any objections.

### **Art.4 Validity and duration**

4.1 This contract is considered valid starting from the date of receipt by ICEA up to 31.12 of the year of subscription.

4.2 This contract, duly completed and signed, must be sent to ICEA by 1/31 of the following year for companies that are already members.

### **Art. 5 Right of withdrawal and termination of the contract**

5.1 The OPERATOR may renounce the service at any time by communicating his withdrawal by written notice showing certain data to be sent to the competent ICEA office. In this case, the OPERATOR will in any case be obliged to pay the accrued financial costs (fixed and variable rates in addition to the anticipated expenses), based on the rates or quote signed with ICEA.

5.2 The contract will be deemed terminated from the date of receipt of the written withdrawal notice, subject to the right of the competent ICEA office, to negotiate the fee according to the Tariff.

### **Art.6 Express termination clause**

6.1 ICEA may terminate this contract without notice, with consequent termination of all "inter partes" agreements, following the OPERATOR's breach of even one of the obligations imposed on it by this contract, by the regulation and by the tariffs which form an integral part thereof.

6.2 Even in the event of termination, the OPERATOR will in any case be obliged to pay the accrued financial costs (fixed and variable rates in addition to prepaid expenses), based on the tariff or quote signed with ICEA.

### **Art.7 Jurisdiction**

7.1 In the event of a dispute arising out of the execution and / or interpretation and / or application of this agreement, the exclusive competent Court will be that of Bologna.

7.2 For how much vice versa attributed and of competence of the regional office ICEA in case of dispute and for the recovery of the credits the norms on the competence and jurisdiction will be applied as foreseen by the code of civil procedure.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Pursuant to and for the purposes of articles. 1341 and 1342 Civil Code declares to have read and specifically approved the following clauses of the previous contractual terms:

Article 1 (contractual obligations of the operator); art.2 (ICEA contractual obligations); art.3 (Rates and payment methods); art.4 (validity and duration); art.5 (right of withdrawal and termination of the contract); art.6 (express termination clause); art.7 (Competent court).

Date \_\_\_\_\_

Signature \_\_\_\_\_

## Information on the use of personal data

The Institute for Ethical and Environmental Certification - Bologna informs the customer that the processing of your personal data is carried out according to the following methods:

- Data controller: ICEA - Institute for Ethical and Environmental Certification in the person of its legal representative pro-tempore, at the registered office of the company. E-mail [privacy@icea.bio](mailto:privacy@icea.bio)

- Purposes and methods of processing: the processing of personal data provided by you directly or in any case acquired, solely for the purpose of applying the contractual obligations assumed, will take place at the registered office of the institute, in compliance with the principles of necessity and relevance with the use of even computerized procedures, in the ways and within the limits necessary to pursue the aforementioned purposes.

- Obligation to provide data: the data may be communicated to financial offices, EU institutions, ministries, state offices, regional offices, data processing centers, other similar entities, complementary or synergistic with our social activities. The provision of data is necessary for the exact fulfillment of the contractual obligations, their non-indication implies the impossibility to exactly fulfill the legal obligations as well as those descending from the stipulated contract.

- Persons to whom personal data may be communicated or subjects who become aware of it: the data may become known, in compliance with the obligations deriving from the law, to our collaborators, who carry out the activities indicated above on our behalf.

- Rights of the interested party: Following the present the rights of the interested party ex EU Reg. 2016/679: Articles 15, 16, 17, 18, 19, 20, 21, 22

**Il Responsabile del trattamento dei dati  
personali**  
(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 not of personal data concerning him, even if not yet recorded, and their communication in intelligible form.

2. The interested party has the right to obtain the indication:

- the origin of personal data;
- the purposes and methods of processing;
- the logic applied in the case of processing carried out with the aid of electronic instruments;
- of the identification data concerning the data controller, data processors and the designated representative 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 State, managers or appointees.

3. The interested party has the right to obtain:

- updating, rectification or, when interested, integration of data;
- the deletion, transformation into anonymous form or blocking of data processed in violation of the law, including those for which conservation is not necessary in relation to the purposes for which the data were collected or subsequently processed;
- the attestation that the operations referred to in letters a) and b) have been brought to the attention, also with regard to their content, of those to whom the data have been communicated or disseminated, except in the case where such fulfillment is revealed impossible or involves the use of means manifestly disproportionate to the protected right;
- data portability.

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

- for legitimate reasons, to the processing of personal data concerning him, even if pertinent to the purpose of the collection;
- to the processing of personal data concerning him for the purpose of sending advertising materials or direct sales or for carrying out market research or commercial communication

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

Date \_\_\_\_\_

Signature \_\_\_\_\_