



ICEA

CON.ABN

ANIMAL CARE CERTIFICATION  
CONTRACT

Ed.01 Rev.00 of 23.06.2020

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

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

Tax code \_\_\_\_\_

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

With registered office in \_\_\_\_\_ N. \_\_\_\_\_

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

VAT Number \_\_\_\_\_

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

Mobile phone \_\_\_\_\_

Website \_\_\_\_\_ Email \_\_\_\_\_

\* Any changes of email address must be promptly communicated to ICEA

## APPLIES for ICEA's following services

### ICEA'S CERTIFICATION FOR ECO ORGANIC & NATURAL ANIMAL CARE PRODUCTS



**Voluntary system that allows the use of the relevant certification trademark.**

*Declares to know and undertakes, starting from today, to comply with the ICEA'S TECHNICAL STANDARD FOR THE CERTIFICATION OF ECO BIO & NATURAL ANIMAL CARE PRODUCTS (DTR. ABN), ICEA's appropriate Regulation for voluntary certification (REG.ABN) and fee table (TAR.ABN) for the required services.*





- 1.2 By signing this application for services and this contract, the OPERATOR declares that he/she has received a copy and accepts in all its parts the Regulation for certification and the fee table in force.
- 1.3 The operator shall also declare compliance with the mandatory rules related to the carried-out activity and the products manufactured within the scope of the required certification.
- 1.4 The conditions of this contract can be modified only in writing and with the agreement of the parties, with the exception of the already regulated possible price change, i.e. the fee table, as well as the modalities of carrying out the inspection activity, as per the applicable ICEA Regulation for certification.
- 1.5 Communications sent with registered letter with acknowledgement of receipt can be substituted by certified email in case the OPERATOR explicitly accepts this kind of notice, providing his PEC address and/or taking advantage of the free PEC provided by ICEA.

## 2 CONTRACTUAL OBLIGATIONS OF THE OPERATOR

By signing this application for services and this contract, the OPERATOR undertakes to:

- a) Carry out the activities covered by ICEA certification, in accordance with the requirements of the technical reference standard (DTR) in force and in any case in compliance with all applicable regulations, when relevant to the carried-out activity.
- b) Comply with all the applicable provisions of ICEA Regulation for certification in force.
- c) During the start-up phase of certification, notify any denied certification or sanctions previously applied by certification bodies within the framework of similar voluntary product certification schemes.
- d) Allow ICEA and the accreditation body personnel free access to all company structures, registers and documents deemed necessary for the proper conduct of the inspection.
- e) Accept that ICEA may exchange information and documents with other certification bodies regarding issues related to inspection and certification and possible sanctions.
- f) In the case of violations due to non-compliance with the Standard and the Regulation for certification, accept the sanctioning measures provided for in the applicable ICEA Regulation for certification in force.
- g) Provide ICEA with all necessary information for the proper conduct of the inspection.
- h) Notify ICEA with the changes related to the activities subject to certification and data contained in the application for services (e.g.: identification data of the OPERATOR, changes in the production unit, type and composition of the products, etc.).
- i) Comply with the economic and administrative obligations related to the activity covered by this contract, recognizing that the service requested to ICEA is a service of means, so that the latter cannot be held responsible for the failure to achieve objectives for which ICEA certification can be considered functional.
- j) Do not further use the provided certification mark, the conformity letterings and/or other references to ICEA inspection and certification after the expiry date of the certificate or following the revocation of the authorization to use the certificate and trademark in the cases provided for in the Regulation for certification.
- k) Keep a record of all complaints received regarding certified products for a minimum period of three years.
- l) Recognize the website [www.icea.info](http://www.icea.info) as a valid instrument for information on



any additions and/or changes to the Internal Technical Regulation for ICEA certification.

- m) Ask ICEA to confirm that the fees for the previous year have not changed in case of no reception of any written notice by February 28 of each year regarding applicable fees for the activities covered by this certification contract,
- n) In the case of employers, comply with the requirements of art. 26 of Legislative Decree 81/2008 and subsequent amendments, and provide ICEA inspectors with detailed information about the specific risks in the place where they are intended to operate and about the prevention and emergency measures adopted in relation to their activity, in any case comply with the requirements of art. 26 of Legislative Decree 81/2008.
- o) Verify and keep up to date on changes in the provisions of the Internal Technical Regulation for ICEA certification, accepting from now on that the subscription at the bottom of the inspection report will imply its full knowledge and acceptance in all its parts, without any exception. To this end, ICEA will promptly and punctually inform the operators through the website [www.icea.bio](http://www.icea.bio).
- p) Do not use product certification to discredit the certification body, nor make statements about product certification that ICEA might consider misleading or unauthorized.
- q) If contingent copies of the certification documents are provided to others, they must be reproduced in their entirety or approved by the certification body.
- r) Any references to product certification released through media such as documents, brochures or advertising material must comply with the certification requirements or as specified by the certification.

### 3 CONTRACTUAL OBLIGATIONS OF ICEA

- 3.1 Carry out inspection and certification activities with the expertise and diligence required for such activities, complying with the certification body's rules and with the provisions of the Regulation for certification.
- 3.2 ICEA does not assume any responsibility in case it is not possible to grant certification trademark, compliance letterings, statements and/or any inspection and certification references because of the exclusive OPERATOR's fault, when the operator does not comply with the provided obligations that are necessary activities to carry out inspection activities without prejudice to the contractual provisions of ICEA Regulation for certification.
- 3.3 In accordance with the requirements ISO 65/EN 45011 and the applicable law, maintain all personal data and company information gathered during inspections as confidential except for those for which the Regulation for certification, law and judicial provisions foresee their publication, transmission and communication.
- 3.4 Inform the OPERATOR of all changes and/or integration in the Regulation for certification and Standard (DTR) through continuous update of the website [www.icea.info](http://www.icea.info).

### 4 FEES AND PAYMENT TERMS

- 4.1 As to the fees for the services requested to ICEA and referred to in this contract, the OPERATOR shall pay ICEA the amount specified in the ICEA Quotation or in the in-force fee table for the activities subject to inspection and certification established by the competent ICEA office. This fee table forms an integral part of this contract and shall be signed together with it.
- 4.2 In any case the OPERATOR is required to keep up with the current fee table also during every inspection and with the changes in the provisions of ICEA Regulation for certification.



4.3 The payment of fees shall be made in accordance with the procedure established in ICEA in force fee table.

#### **5 VALIDITY AND DURATION - TACIT EXTENSION**

- 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 year after 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 notices shall be sent at least thirty (30) days before the expiry date of the contract.

#### **6 WITHDRAWAL AND TERMINATION OF THE CONTRACT**

- 6.1 The OPERATOR may relinquish certification at any time by sending the withdrawal in written form showing a certain date to the competent ICEA office. In any case the OPERATOR will remain obliged to pay the monetary charges accrued (fixed and variable fees as well as anticipated expenses) and the activities carried out by ICEA according to the current fee table.
- 6.2 If certification is interrupted, suspended or withdrawn, at the OPERATOR's request, ICEA will take the actions specified in the Regulation for certification and make the necessary changes to formal certification documents, public information, authorizations to use trademarks, etc., in order to clarify that the product is no longer certified and avoid misleading information.
- 6.3 If the scope of the certification is reduced, ICEA will take the actions provided for in the regulation and will formally make all the necessary changes to certification documents, public information, authorizations for the use of trademarks, etc., in order to ensure that the change of scope is clearly indicated to the client in the certification documentation and public information.
- 6.4 The contract will therefore be considered terminated from the date of receipt of the written notice of withdrawal, without prejudice to the right of the competent ICEA office to require payment for the activities carried out in accordance with the previous point.

#### **7 EXPLICIT TERMINATION CLAUSE**

- 7.1 ICEA may terminate this contract without notice, resulting in the termination of all "inter partes" agreements, following the violation by the OPERATOR of the obligations set forth in this contract, in the internal technical regulation for certification and in the fee table that are integral part of it. For the sole purpose of the possible non-payment of the fee, the termination is equal to the withdrawal, therefore the OPERATOR will be obliged to pay a sum according to ICEA fee table, as provided for in point 6.1.

#### **8 JURISDICTION**

- 8.1 In the event of litigation arising out of the execution and/or interpretation and/or application of this contract, the exclusive place of jurisdiction is Bologna, Italy.



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*Bank references*

BANK ACCOUNT NUMBER \_\_\_\_\_

BANK \_\_\_\_\_ BRANCH \_\_\_\_\_

IBAN \_\_\_\_\_

**THE CONTRACTING PARTIES**

Place and date, \_\_\_\_\_

ICEA's  
President  
Pietro Campus

The OPERATOR

Pursuant to and for the effects of Articles 1341 and 1342 of the Italian Civil Code, the operator declares to have read and specifically approves the following clauses of the previous **contractual terms**: art. 1.2 (receipt and approval of regulation for certification and fee table); 1.3 (amendments to the contract); 1.4 (use of certified email); art. 2 (contractual obligations of the OPERATOR); art. 3 (contractual obligations of ICEA); art. 4 (fee table); art. 5.2 (tacit extension); art. 6 (right of withdrawal and termination of the contract); art. 7.1 (explicit termination clause); art. 8.1 (Jurisdiction).

Date \_\_\_\_\_ Signature \_\_\_\_\_

Only for operators who are available to communicate with ICEA through certified email (\*)  
I AGREE, moreover, that ICEA can send notices to the Certified Electronic Mail address (PEC) indicated in the form header or to a free PEC box that will be provided by ICEA after sending the appropriate form Mod. ICEA PEC 03 to: Namirial S.p.A. - PEC Service - Via Caduti sul Lavoro n. 4 - 60019 Senigallia (AN)

YES

NO

Date \_\_\_\_\_

Signature \_\_\_\_\_



### Information regarding the use of personal data

The Institute for Ethical and Environmental Certification - Bologna informs the client that the processing of his personal data is carried out according to the following procedures:

- Data Controller: ICEA - The Institute for Ethical and Environmental Certification, in the person of its pro tempore legal representative, at the registered office of the company. E-mail [privacy@icea.bio](mailto:privacy@icea.bio)
- Purpose and methods of data processing: personal data directly submitted by you or acquired through other means will be processed exclusively for the fulfilment of the contractual obligations at the registered office of the institute, complying with the principles of necessity and pertinence using also computerized procedures when necessary and as prescribed by the law to fulfil the mentioned purposes.
- Obligation to submit data: data may be submitted to financial offices, EU institutions, Ministries, state offices, regional offices, data processing centers, other similar and complementary bodies that pursue the same social purposes. Data submission is necessary to comply with contractual obligations. Failure to submit data entails the impossibility to fully meet law and contractual provisions.
- Persons to whom the personal data can be communicated or that may be informed about: our collaborators who perform on our behalf the above-mentioned activities may acquire the personal data complying with obligations deriving from law provisions.
- Data owner's rights: below are the rights of the data owner ex EU Reg. 2016/679: Art. 15, 16, 17, 18, 19, 20, 21, 22

**The responsible for processing of personal data**

(Pietro Campus)

**UE Reg. 2016/679: ex Art. 15, 16, 17, 18, 19, 20, 21, 22 - Rights of the data owner**

1. The data owner has the right to obtain confirmation of the existence or not of personal data concerning him/her, even if not yet recorded, and their communication in an intelligible form.
2. The data owner has the right to obtain the indication:
  - of the source of personal data;
  - of the purposes and methods of processing;
  - of the applied logic if the processing is carried out with the help of electronic means;
  - of the identification data of the data controller, of the responsables and the designated representative pursuant to article 5, paragraph 2;
  - of the entities or categories of entities to whom personal data may be communicated or informed about as designed representative in the country's territory, responsables or in charge.
3. The data owner has the right to obtain:
  - the update, rectification or, when interested, integration of 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 that the operations as per letters a) and b) have been notified, as also related to their contents, to the entities to whom the data were communicated or disclosed, unless this requirement proves to be impossible or involves a manifestly disproportionate effort compared to the right that is to be protected;
  - data portability.
4. The data owner has the right to object, in whole or in part:
  - for legitimate reasons to the processing of personal data concerning him/her, even if pertinent to the purpose of collection;
  - to the processing of personal data concerning him/her for the purpose of sending advertising materials, direct selling or for carrying out market research or commercial communication.

Fully informed of the characteristics of the processing and noted that the same is carried out in full compliance with EU Reg. 2016/679 and the general authorizations of the Guarantor, I consent to the processing of my personal data, including their disclosure to third parties.

Date

Signature