

FIRST APPLICATION

APPLICATION OF VARIATION*

(*) The operator has to present the application of variation whenever there are significant changes regarding the declarant or legal representative, production units, category of activity, and therefore relevant chances of production sites and cultivated areas, methods and processes.

The operator

The undersigned _____

Born in _____ Prov. _____ (date) _____

Fiscal code/Id _____

Legal representative of the company _____

With its legal office in _____ address no. _____

City _____ Country _____

Company Reg. number. _____

Phone _____ Fax _____ Mobile _____

Web _____ Mail _____

Requests the following services (tick the appropriate letter)

A



Certificate of Equivalence (to EU Reg. n. 834/07, EU Reg. 889/08 and following integrations and modifications), based on ACB Standard for equivalency to EU for third countries.

To be filled in by operators outside Italy

B



Certification of NOP Compliance (National Organic Programme) Rule / CFR 205 with standards mandatory in U.S.A.

C



Certification of JAS compliance (Japan Agricultural Standards) Standards mandatory in Japan

D



Certification of COR compliance (Canada Organic) CAN/CGBS-32.310 Standards mandatory in Canada

E



Certification of LPO (Law of organic products). Standard mandatory in Mexico.

F



Inspection activity aimed at verifying the compliance **Naturland Standards**. Voluntary certification system which grants the use of the concerned certification mark given by the German organisation named NATURLAND.

G



Inspection activity aimed at verifying the compliance with the **BIO SUISSE standards**. Voluntary certification system which grants the use of the concerned certification mark given by the Swiss organisation named BIO SUISSE.

H



Inspection activity aimed at verifying the compliance to Brazilian Law **standards**. Standards mandatory in Brazil

I



Inspection activity aimed at verifying the compliance **KRAV Standards**. Voluntary certification system which grants the use of the concerned certification mark given by the Sweden organisation named KRAV

J

Other:

As regards the following activities:

N° (1)	Activities	Certification services required (2)			
	Farm production				
	Livestock breeding				
	Processing, conditioning, packaging and distribution				
	Wild collection				
	Other				

and/or the following products:

for all parcels/product indicated in PAP/PAL/P.A.P.A. (3) presented on the date _____ and following modifications and integrations, or:

N° (4)	Denomination	Format m. u. quantity	Certification (or inspection) services required (5)			
1						
2						
3						
4						
3						
4						

The operator declares to use for his production and/or processing activities, also the following structures, as describe in the table below (included storage rooms for input and farm equipment)

N°	Full address of the structures used (both, own structures and subcontractors)	Processing line (or for what is the structure used)	Are the structures subcontractors? (Yes/No)	Name of the subcontractor	CB code of the subcontractor
1					
2					
3					
4					

In case of use of subcontractors for processing activity, the operator needs to fill in also the form M.0305 (list of processing units used) and send it to ICEA together with the sub-contractor agreement.

(1) If necessary, e.g. for Certification requests for more than 4 products, attach a list reporting the same information.

(2) Report the same letter indicating the services required (e.g. A = UE Organic Control System, B = USDA Organic etc.)

(3) M0326ES/PAP Annual Crop Production Plan, M0303/(PAL Annual Processing Production Plan, (P.A.P.A.) M0322, M0232/Annual Livestock/bees Production Plan,

(4) If necessary, e.g. for Certification requests for more than 4 products, attach a list reporting the same information.

(5) Report the same letter indicating the services required (e.g. A = UE Organic Control System, B = USDA Organic, etc.)



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Operator declares:

- A. to have been informed about the Rules/Standards concerned the services required and commit myself to comply with the ICEA Certification Rules in force
- B. to accept the ICEA's price list for the services required.
- C. to satisfy the requirements in equivalence with the EC Reg. 834/07 and following integrations and modifications,) in base al "International Accredited Certification Bodies Equivalent European Union Organic Production & Processing Standard for Third Countries" based on M0203ES and commit myself to inform ICEA regarding all irregularities or violations determined by the control and certification body in charge (if different from ICEA: _____). **YES** **NO**
- D. to have made previous certification request to other control bodies for this kind of certification requested **YES** **NO**
- E. if YES, write:
name of the Control Body
year of certification request
certification request result
and attach, in case it's applicable, any notification of non-conformities and/or negation of certification

and attached, in case it's applicable, description of the actions taken to correct the non-conformities including evidence of such corrections.

Other certification (es. ISO 9000, ISO 22000, SA 8000, ecc.):

Type	From (date)	to

Names of the people who are in charge of:	Name and Surname
Organic Product	
Quality Assurance	
Grading responsible (compulsory for Jas)	
Administrative	

DOCUMENT BE ATTACHED

(see documents required by each certification regulation)

* Obligatory annex (according to the activity)

** obligatory to be sent before the inspection

*** must be available on site

If the operator is already certified EU with ICEA, it's not necessary to send, in case of NOP, JAS; COR certification request, the documents listed in points A, B,H, I, L, M, N, O

Cod		DOCUMENTS TO BE ATTACHED	COMPULSORY FOR THE FOLLOWING SCHEMES
A	<input type="checkbox"/>	product list/production plan for processing, livestock/bees * (M0303, M0322, M0323)	EU/NOP/JAS/COR
B	<input type="checkbox"/>	Field list and annual production plan (single farmers) * M0326ES	EU/NOP/JAS/COR
C	<input type="checkbox"/>	Farmer List (in case Groups)*	EU/NOP/JAS/COR
D	<input type="checkbox"/>	List of processing units used *-M0305	EU/NOP/JAS/COR
E	<input type="checkbox"/>	Information questionnaire** M0301 (EU), M.RCNOP02 (NOP), M.RCJAS02 (JAS), M.RCCOR02 (COR),	EU/NOP/JAS/COR
F	<input type="checkbox"/>	Management Plan. ** It must comprehend the management elements in case of crop production (EU e JAS: M0205, NOP/COR: M0205 + M0205 Annex NOP/COR), wild harvest (EU e JAS: M0208, NOP: MRCNOP02c, COR: MRCCOR02c), beekeeping (EU e JAS: M0207), livestock productions (EU e JAS: M0320, M0321, NOP: MRCNOP02d, COR: MRCCOR02d) and processors (EU e JAS: M0206, NOP/COR: M0206 + M0206 Annex NOP/COR)**. In case of Group certification, the ICS Manual is compulsory	EU/NOP/JAS/COR
G	<input type="checkbox"/>	Signed accepted fee *	EU/NOP/JAS/COR
H	<input type="checkbox"/>	Plot's Maps (farmers)/ Preparation Units maps *	EU/NOP/JAS/COR
I	<input type="checkbox"/>	Plot's possession title ***	EU/NOP/JAS/COR
L	<input type="checkbox"/>	Area's Maps (Wild collectors))*	EU/NOP/JAS/COR
M	<input type="checkbox"/>	Sanitary Authorization, or equivalent obligatory at national level, HACCP (for processor and livestock if required) **	EU/NOP/JAS/COR
N	<input type="checkbox"/>	Company VAT code/local legal registration code**	EU/NOP/JAS/COR
O	<input type="checkbox"/>	Owner/ Legal Representative ID *	EU/NOP/JAS/COR
P	<input type="checkbox"/>	Annex 1 "verification list"	LPO

Therefore, the operator accepts the following conditions

Art.1 General

- 1.1 The procedures for the delivery of certification (or inspection) 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**", which is part of this contract.
- 1.2 By signing this application/contract, the OPERATOR declares that he/she has received a copy of the Certification Regulation and accepts it in its entirety.

Services	Code (Certification Regulation)
UE Organic Control System Equivalence	M.0202 and M0202ES
NOP	RC.NOP
JAS	RC.JAS
CANADA ORGANIC	RC.COR

Art.2 OPERATOR's contractual obligations

2.1 The OPERATOR undertakes to:

- Carry out the activities subject to certification (or inspection) in compliance with the specific organic farming regulations and observe all the statutory provisions in force concerning the activities performed.
- Submit the documentation required by the said Regulations for certification activity.
- Allow Inspectors, and observers, free access to facilities, records and documents considered necessary to do a proper inspection
- Accept, in case of infringement, the sanction measures provided for in the Certification Regulation
- Inform in writing the buyers of the product in order to ensure that the indications referring to the organic production method is removed from this production.
- Supply ICEA with all the information needed for the inspection purposes.
- Inform ICEA off all changes in the activities subject to certification (or inspection) and the data contained in this Application (es. Identification data of part involved, changes in production unit, agricultural areas, etc.).
- 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 (or inspection) objectives for which ICEA carries out a functional role.
- 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 or after the revocation of authorization to use the certificate and the mark in the cases provided for in the Certification Regulations.
- Reproduce the certification (or inspection) documents in their entirety if he wants to provide copies to others
- Keep record of all complaints received concerning the certified products and takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification.
- Accept, in cases where the operator and/or the subcontractors of that operator are checked by different control authorities or control bodies in accordance with the control system set up by those control authorities or control bodies concerned (in equivalence with the EC Reg. 834/07 and following integrations and modifications, for ICEA based on "International Accredited Certification Bodies Equivalent European Union Organic Production & Processing Standard for Third Countries"), the exchange of information between those authorities or bodies.
- Accept, in cases where the operator and/or the subcontractors of that operator change their control authority or control body, the transmission of their control files to the subsequent control authority or control body.
- Accept, in cases where the operator withdraws from the control system, to inform without delay the relevant competent authority and control authority or control body.
- Accept, in cases where the operator withdraws from the control system, that the control file is kept for a period of at least five years.

- p) Accept to inform the relevant control authority or authorities or control body or bodies without delay of any irregularity or infringement affecting the organic status of their product or organic products received from other operators or subcontractors.
- q) Always fulfils the certification requirements including implementing appropriate changes when they are communicated by ICEA.
- r) Makes all necessary arrangements for
 - 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 subcontractors and investigation of complaints and the participation of observers, if applicable.
- s) Makes claims regarding certification consistent with the scope of certification.
- t) Does not use its product certification in such a manner as to bring the certification body into disrepute.
- u) Complies with the requirements of ICEA or as specified by the certification scheme in making reference to its product certification in communication media such as documents, brochures or advertising.
- v) Does not make any statement regarding its product certification that ICEA may consider misleading or unauthorized.
- w) If the certification applies to ongoing production, the certified product continues to fulfil the product requirements.
- x) Complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product.

Art.3 ICEA's contractual obligations

- 3.1 Carry out the inspection and certification (or inspection) activities with the expertise required for such activities, complying with the certification bodies' rules and regulations and observing the provisions of the Certification Regulations.
- 3.2 For such activities, ICEA may use the resources offered by the local competent ICEA Office operating in the region where the activities of the OPERATOR take place.
- 3.3 ICEA undertakes to inform the OPERATOR of all changes and/or amendments to the Certification Regulations through the Internet web site (www.icea.info) which is constantly updated.
- 3.4 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 requirement 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.
- 3.5 In accordance with ISO 17065 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.

Art.4 Fees and payment terms

- 4.1 As to the fees for services requested by ICEA under this contract, the OPERATOR shall pay ICEA the amounts specified in ICEA List of Fees (or Estimate) 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 However, 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 OPERATOR's signature on the Inspection Report will bear witness to the OPERATOR's full knowledge and acceptance of fees and provisions, with no exceptions. To this end, ICEA will promptly and timely relay information to the operators through the web site www.icea.info
- 4.4 The payment of fees shall be made in accordance with the procedure specified in ICEA List of Fees (or Estimate) in force.



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4.5 Every year, by February 28 ICEA will communicate any changes concerning fees to the operator by email or written communication.

Art.5 Validity and duration – tacit renewal

5.1 The contract shall become effective starting from the day ICEA receives it.

5.2 This contract shall be valid until December 31 of the following year. 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.

Art.6 Renunciation and abrogation of contract

6.1 The OPERATOR may surrender the certification at any time, with a communication by email or other written communication that shows the correct day, to be sent to the ICEA local competent office. The OPERATOR shall be however obliged to pay the flat and variable rates for the activity performed by ICEA, in accordance with the subscribed ICEA List of fees (or Estimate).

6.2 This contract will be considered as mutually abrogated the moment written notice of renunciation is relayed, holding as valid the rights of the local ICEA competent office to negotiate the fee according to the List of Fees.

Art.7 Explicit Termination clause

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 Regulations and the List of Fees that are part of this contract.

Only in case of the fee payment, the resolution is considered as renunciation and therefore the total amount to be given by the operator is calculated according to the ICEA List of fees (or estimate)

Art. 8 Competent Courts

9.1 The venue for all disputes arising from this contract concerning ICEA's tasks and responsibilities, rights and obligations shall be the Court of Bologna (Italy).

9.2 As to what was mutually assigned and under the competence of the local ICEA competent Office disputes concerning collection of payments shall be resolved in light of the relevant norms provided by the Civil Code.

Date

Signature of the Operator

Information concerning personal data processing

ICEA (Istituto per la Certificazione Etica ed Ambientale) – Bologna (Italy) informs the OPERATOR that his/her personal data will be handled as follows:

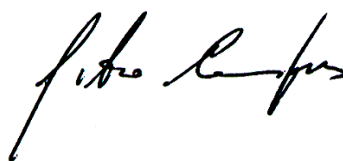
- **DATA CONTROLLER:** the person responsible for the handling of personal data is the Chairman of ICEA's Board of Directors, domiciled in the registered office of the Company. E-mail icea@icea.info.
- **PURPOSE AND METHODS OF DATA PROCESSING:** the personal data submitted directly by you, or acquired through other means, will be used exclusively for the fulfilment of the contractual obligations and will be processed in ICEA's registered office. The personal data will be used, also via electronic media, exclusively when necessary to fulfil the above mentioned purposes and as prescribed by the law.
- **OBLIGATION TO SUBMIT DATA:** the data may be submitted to financial offices, institutions of the European Union, Ministries, State offices, regional offices, data processors, other entities that pursue the same social purposes or that are complementary or synergic. Data submission is mandatory to comply with contract requirements. Failure to submit data entails inability to fully meet law provisions and contractual obligations.
- **PERSONS TO WHOM THE PERSONAL DATA MAY BE COMMUNICATED OR SUBJECTS WHO MAY ACQUIRE SUCH DATA:**
 - Our collaborators, who perform the above mentioned activities on our behalf, may acquire the personal data and will fully respect the obligations deriving from law provisions.
 - **DATA OWNER'S RIGHTS:** quoted hereafter, specifies the rights of data subjects.

The person responsible for the handling of personal data declares, moreover, that structure, organization and electronic means comply with the technical Standards specifying minimum safety measures.

The data owner expressly declares he/she has read his/her rights.

The person responsible for the handling of personal data:

(ICEA President Pietro Campus)



1. The data owner shall have the right to obtain confirmation as to whether or not personal data concerning him/her exist, regardless of their being already recorded, and communication of such data in intelligible form.
2. The data owner shall have the right to be informed:
 - a) of the source of the personal data;
 - b) of the purposes and methods of the processing;
 - c) of the logic applied, if the processing is carried out with the help of electronic means;
 - d) of the identification data concerning data controller, data processors and the representative designated
 - e) of the entities or categories of entities to whom the personal data may be communicated or who may get to know such data in their capacity as designated representatives in the State's territory, data processors or persons in charge of the processing.
3. The data owner shall have the right to obtain:
 - a) the updating, rectification or, whenever interested, integration of data;
 - b) the erasure, anonymization or blocking of data that have been processed unlawfully, including data retention of which is unnecessary for the purposes for which they have been collected or subsequently processed;
 - c) a declaration that the operations under a) and b), and also their contents, have been notified to the entities to whom the data were communicated or disseminated, unless this proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected.
4. The data owner shall have the right to object, totally or partially:
 - a) on legitimate grounds, to the processing of personal data concerning him/her, even though they are relevant to the purpose of the collection;
 - b) to the processing of personal data concerning him/her, wherever it is relayed for the purpose of sending advertising material or direct selling or market surveys or commercial communications.

Date

Signature of operator